State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

# Filing at a Glance

Company: Madison National Life Insurance Company, Inc.

Product Name: GACC 0819

State: District of Columbia

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

Date Submitted: 02/06/2020

SERFF Tr Num: MADS-132250262

SERFF Status: Assigned

State Tr Num:

State Status:

Co Tr Num: GACC 0819 - F

Implementation On Approval

Date Requested:

Author(s): Cheryl Richards, Andrea Greiber, Danita Ragland-Hatton, Kathy Nagle, Emma Kalbach, Penny

Carbaugh, Ginny McHugh, Bridget Glines

Reviewer(s): Colin Johnson (primary), RaShaunda Benson

Disposition Date:
Disposition Status:
Implementation Date:

State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

# **General Information**

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 11/25/2019

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Other Explanation for Other Group Market Type: Labor Union

Overall Rate Impact: Filing Status Changed: 02/07/2020

State Status Changed:

Deemer Date: Created By: Emma Kalbach

Submitted By: Emma Kalbach Corresponding Filing Tracking Number: MADS-132250194

Filing Description:

RE:Madison National Life Insurance Company, Inc.

NAIC No. 65781FEIN No. 39-0990296

Group Accident Insurance GACC-P-0819-DC et al.

McHugh Consulting Resources, Inc. has been requested to file the attached forms on behalf of Madison National Life Insurance Company, Inc. We have provided an authorization letter for your files.

The referenced forms are submitted for your review and approval. They are new and do not replace any forms currently on file with the Department.

The rates for this product have been filed under SERFF Tracking #MADS-132250194.

These forms are intended to be issued to large and small employer groups and labor unions. They provide accident coverage for employees and labor union members. Marketing for this product will be done via licensed agents and brokers. Coverage is guaranteed issue.

#### SUPPORTING DOCUMENTS

Please find attached, under the "Supporting Documentation" tab, the Statements of Variability (SOV).

#### Variability:

The forms contain brackets to show where variability will be used. The Forms will show these brackets, but all variables are in the actual Variability Statements, not the forms themselves. For Example:

Certificate reads -

"Insurance is effective, if You apply prior to or within 31 days of, the [first day following Your Waiting Period].

Certificate SOV reads -

"Insurance is effective, if You apply prior to or within 31 days of, the date You become an Insured Person."

OR

Insurance is effective, if You apply prior to or within 31 days of, the first day following Your Waiting Period."

OR

Insurance is effective, if You apply prior to or within 31 days of, the first day of the month following Your Waiting Period."

State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

FINAL DRAFTS - FILED HEREIN

Application and Enrollment related Forms.

- •GACC-A-0819-DC, Group Application
- •GACC-E-0819-DC, Enrollment Form
- GACC-AP-0819-DC, Portability Application (for optional Insurance Portability Benefit)

Policy, Certificate and Endorsement Forms.

- •GACC-P-0819-DC, Group Policy
- •GACC-C-0819-DC, Certificate of Insurance

GACC-END-WOP-0819-DC, Waiver of Premium Benefit \*

- GCI-END-PORT-0519-DC, Insurance Portability Benefit \*
- \*Optional Benefits provided via Endorsements are available to Groups who want to offer these benefits or match their Prior Plan benefits.
- •GACC-AE-C-0819-DC, Certificate Amendatory Endorsement to amend or endorse the Certificate \*\*\*\*\*
- •\*\*\*\*\* We chose to file using guidelines designed for Amendatory Endorsements. While not specific to your state, the guidelines available for review are those of the Interstate Insurance Product Regulation Commission in which your state participates. While this is a "state" filing and not related to IIPRC, we follow the requirements of the "Uniform Standards For Riders, Endorsements Or Amendments Used To Effect Group Term Life Insurance Certificate Changes". This change form accommodates all the certificate changes required to reflect our underwriting needs. Examples of the needs include matching benefits or provisions from the prior carrier or as a result of union contracts or to affect changes required by federal or state law. To support the use of this form, a Statement of Variability is attached and provides example information sufficient to identify the potential certificate changes that may be made. In addition:

Group/case specific information will vary according to the Group's prior plan of insurance. The Endorsement will be used if there is a change in our form language and it will state what Certificate (or Certificate Endorsement) language is being amended or replaced.

Additional variations not shown in the forms or variability may be agreed upon as a result of our negotiations with the Group. However, we will not agree to any provision which is (to the best of our knowledge and belief) ambiguous or unclear, or inconsistent with any state law.

All case specific information will vary as requested for each specific case according to the sold insurance design.

If the Endorsement is not specific to all eligible classes, but rather one or more eligible classes, then the appropriate classes will be indicated.

The effective date of the Amendatory Endorsement will be included.

Printing of all forms is subject to changes in page numbers, margins, positioning, and format. Printing standards will never be less than required under your law. Electronic use of this form may result in changes or variations in margins, formatting, and pagination. However, the text will never be less than ten-point type and the form will meet the readability standards required under the laws of your state.

If there are any questions or concerns regarding this submission, please do not hesitate to contact me. We thank you in advance for your time and consideration.

SERFF Tracking #: MADS-132250262 State Tracking #:

Company Tracking #: GACC 0819 - F

Madison National Life Insurance Company, Inc.

State: District of Columbia Filing Company:

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

Sincerely,

Robert Schwab
Consultant
McHugh Consulting Resources, Inc.
www.mchughconsulting.com
mcr@mchughconsulting.com

# **Company and Contact**

# **Filing Contact Information**

Andrea Greiber, Compliance Specialist ALG@madisonlife.com

PO Box 5008 800-356-9601 [Phone] 2059 [Ext]

Madison, WI 53705 608-830-2704 [FAX]

# **Filing Company Information**

(800) 356-9601 ext. [Phone]

Madison National Life Insurance CoCode: 65781 State of Domicile: Wisconsin

Company, Inc. Group Code: 450 Company Type: Life and

1241 John Q. Hammons Drive Group Name: Health

Madison, WI 53717 FEIN Number: 39-0990296 State ID Number:

# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

# **Form Schedule**

Lead I	Lead Form Number: GACC-A-0819-DC							
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Туре	Action	Data	Score	Attachments
1		Group Application	GACC-A- 0819-DC	AEF	Initial		56.700	GACC-A-0819 1029-DC 2020.01.28.pdf
2		Enrollment Form	GACC-E- 0819-DC	AEF	Initial		56.400	GACC-E-0819-DC 2020.01.28.pdf
3		Portability Application	GACC-AP- 0819-DC	AEF	Initial		57.200	GACC-AP-0819- DC 2020.01.28.pdf
4		Group Policy	GACC-P- 0819-DC	POL	Initial		56.700	GACC-P-0819 017-DC 2020.12.28.pdf
5		Certificate of Insurance	GACC-C- 0819-DC	CER	Initial		51.200	GACC-C-0819 1015-DC 2020.01.29b.pdf
6		Waiver of Premium Benefit	GACC- END-WOP- 0819-DC	CERA	Initial		50.800	GACC-END-WOP- 0819-DC 2020.01.28.pdf
7		Insurance Portability Benefit	GACC- END-PORT- 0819-DC	CERA	Initial		50.000	GACC-END- PORT-0819-DC 2020.01.28.pdf
8		Amendatory Endorsement	GACC-AE- C-0819-DC	CERA	Initial		50.000	GACC-AE-C-0819- DC 2020.01.28.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NAP	Network Access Plan
NOC	Notice of Coverage	ОТН	Other
OUT	Outline of Coverage	PJK	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider

State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

Provider Contract/Provider Addendum/Provider Leading Agreement PRD Provider Directory

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# **Group Accident Insurance Application**

<b>Group Information</b>							
Legal Name of Grou	<b>p</b> (Is the Group subj	ect to ERISA? □	Yes $\square$ No)	Requested E	ffective Date		
Street Address (Stree	et, City, State & Zip Co	ode)					
PO Box (Number, Cit	y, State & Zip Code)			IRS Tax ID	No.		
Crown Contact Name		Title		Phone No.			
<b>Group Contact Name</b>	e	Title		Phone No.			
Email Address		Nature of Business					
Eman Address			rature of Business				
Years in Business SIC No. Bu		Business Type	Business Type				
		· ·	☐ Labor Union ☐ O	ther (specify):			
Name Subsidiaries In	l ncluded (Are any su	bsidiaries subjec	t to ERISA? ☐ Yes □	□ No)			
Bill Type			Bill Frequency				
☐ List Bill ☐ Self-I	Bill		☐ Monthly ☐ Quarterly ☐ Semi-Annually				
$\square$ Other ( <i>specify</i> ):			$\square$ Other (specify):				
Will this insurance r	eplace any existing in	surance? ☐ Yes	□ No - If "Yes",	complete the fo	ollowing:		
Type of Insurance		Insurer Name			Termination Date		
Type of Insurance		Insurer Name		-	Termination Date		
A copy of the curre	ent insurer's insura	nce documents	and the most recer	nt billing state	ement, if applicable,		
must accompany th	nis Application.						

Eligibility and Participation Information - Complete the following information:						
No. of all Eligible Persons?	No. apply	ing for insurance?	•	No. of Dependents applying?		
On the Requested Effective Date, Eligible Persons are eligible:						
$\square$ immediately $\square$ Other (specify):						
New persons are eligible on the:						
$\Box$ date of hire $\Box$ first day following	the Waiting	g Period	lay of the m	onth following the Waiting Period		
Waiting Period for insurance:						
	•	s -or- 1, 2 or 3 mon				
On the "Requested Effective Date" are	e there any	persons in a perio	d of limite	d activity or not actively at work?		
☐ Yes ☐ No -OR- ☐ Not Applica	ble - If	"Yes", complete the	suppleme	ntal "Actively-at-Work Statement".		
<b>Insurance Type:</b> □ 24 hours a day, 7 day	ays a week	☐ Non-occupati	onal			
	201	• 0				
Classes and Premium Contribution	is – Please	1 00				
Class Description		Group	Eligible F	erson		
1		%		% made ☐ Pre-tax - ☐ Post Tax		
2		%		% made ☐ Pre-tax - ☐ Post Tax		
3		%		% made □ Pre-tax - □ Post Tax		
4		%		% made □ Pre-tax - □ Post Tax		
<b>Payroll Deduction:</b> □ Not Applicable	□ Weekl	y □ Bi-weekly	□ Semi-mo	onthly		
$\Box$ Other ( <i>specify</i> ):						
<b>Benefit Selection</b>						
			47	· Di		
☐ Check here to verify the Group processing information if not already			this Appl	ication. Please complete the		
Select the Benefit Waiting Period (No.	of days 0,	30, 60 or 90):				
Select the number of Accidents payabl	e during e	ach Group Policy	<b>year:</b> (1-5 c	or Unlimited):		
Select the Benefit Payment % for:						
<b>Insured</b> (50, 75 or 100)%	Spouse (0	), 25, 50, 75, or 100	)%	<b>Child(ren)</b> (0, 25, 50, 75, or 100)%		
\$	\$			\$		

Accident Benefit Selection	
Please check the Benefits being applied for:	
☐ Initial Care and Treatment	☐ Inpatient Hospital Care
☐ [Outpatient X-Ray]	☐ [First Day Hospital Admission]
☐ [Outpatient advanced Diagnostic Imaging]	☐ [Surgery with repair]
☐ [Outpatient Surgery]	☐ [Surgery without repair]
	☐ [Miscellaneous Hospital Services]
	☐ [In-Hospital Doctor Visit]
☐ [Follow Up Care and Treatment	☐ [Injuries
☐ [Outpatient Physician Office and Urgent Care]	☐ [Paralysis of four limbs]
☐ [Chiropractic Treatment]	☐ [Paralysis of two limbs]
☐ [Home Health Care]	☐ [Paralysis of one side of body]]
☐ [Telemedicine consultation]	
☐ [Pain Management]	
☐ [Prosthesis device or artificial limb (one or multiple)]]	
☐ [Injuries Requiring Surgery]	☐ [Lacerations]
□ [Burns]	☐ [Fractures (complete break of a bone)]
☐ [Organized Sports] (Dependent Child only)	☐ [Dislocations (bone separation at the joint)]
☐ [Accidental Death via Common Carrier	☐ [Accidental Death]
(public transportation)]	
☐ [Gunshot Wound	☐ [Accidental Dismemberment Loss]
(non-self-inflicted and non-fatal wounds)]	
☐ [Health Screening (Wellness)]	☐ [Special Treatment Travel (more than 50 miles away) Lodging and Private Transportation]
☐ [Accident Fixed Indemnity Disability	☐ [Residence and Vehicle Modification]
(non-occupational, Insured only)]	
☐ [First Day Fixed Indemnity Accident]	

# **Terms & Conditions and Signature**

# The Group understands and agrees:

- any insurance applied for is not in effect unless this Application and any attached page(s) are received, accepted and approved by Madison National Life Insurance Company, Inc. ("Madison National").
- no insurance will be effective until Madison National: (a) approves this Application, (b) receives the required premium, and (c) issues the Group Policy.
- the insurance applied for is not effective or will not remain in effect unless the Group: (a) is a legitimate organization and meets the requirements of all applicable state and federal laws, and (b) meets the participation and contribution requirements.
- receipt and deposit of advanced payment is not a guarantee of insurance. If Madison National issues Certificates of Insurance based on this Application, Madison National will apply the premium deposit to the first premium due for this insurance. If Madison National does not issue insurance, the premium deposit will be refunded.
- no person, except an officer of Madison National, is authorized to waive, make or alter any contract or Group Policy.
- if this Application is approved, the Group Policy, and Certificates of Insurance will determine the rights and benefits, and this Application is subject to the terms and conditions of those documents.
- to offer and allow all eligible persons to apply for insurance in accordance with, and within, the Group's rules regarding classes eligible for insurance at the time of enrollment and during any waiting period.
- no insurance is in effect for an eligible person until Madison National accepts and approves the enrollment form.
- to notify Madison National, no more than 31 days past the actual date of a change, of any person's termination, status change, or other material changes affecting eligibility.
- to notify insured persons who cease to be eligible for insurance of their right, if any, to apply to Madison National for an insurance continuation, if applicable. The Group will provide insured persons with the forms necessary to continue insurance.
- failure to pay premium when due will terminate insurance at the end of the grace period (**premium through the grace period is due and will be collected**).
- the Authorized Representative signing this Application certifies he or she is fully authorized by the Group to execute this insurance on the Group's behalf and that any material misstatements or failure to report information may be used as the basis of rescission or termination of insurance.
- if the Group is unable to maintain any minimum participation requirement, if applicable, then insurance may cease.

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

All statements and answers given are complete and true to the best of my knowledge and belief.						
Name of Authorized Representative (please print)	Title					
Signature of Authorized Representative	Signature Date					

Agent's Statement						
Is the insurance being applied for replacing any insurance now in force	? □ Yes □ No					
I hereby certify that either the Group fully completed this Applica accurately recorded in this Application the information supplied to						
<ul> <li>I fully explained to the Group the insurance provisions of the selected group insurance benefits.</li> <li>I fully explained to the Group that completing this Application does not guarantee insurance and does not bind Madison National Life Insurance Company, Inc. ("Madison National") to issue insurance or otherwise extend any insurance.</li> <li>I understand I have no authority to alter this Application to bind Madison National by making any promise and/or representation, or to waive or change the terms, conditions and/or provisions of any insurance contract or other requirement imposed by Madison National.</li> </ul>						
Agent's Name as printed on the license	State of license and Agent license number					
Signature of Licensed Agent	Date					
Signature of Licensed Agent	Date					
Signature of Licensed Agent  Secondary Agent's Statement (if applicable)  I hereby certify that all of the information contained in this Applicability.						
Secondary Agent's Statement (if applicable)  I hereby certify that all of the information contained in this Application						
Secondary Agent's Statement (if applicable) I hereby certify that all of the information contained in this Applicable.	ation is correct to the best of my knowledge and					

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# **Enrollment Form for Group Insurance**

<b>Applicant Information</b>							
Name of Group Policyho	older					Group No.	
Please check the applicable box and answer the question:							
□ New to Group Policyholder - Date You Joined Group?							
☐ Change in Marital Sta	atus - Date of C	Change?					
☐ Adding a New Depen	ident - Date of	Change?					
☐ Applying During an I	Enrollment Peri	iod?					
Applicant Name (Last, F	irst, Middle)			Social Security No.			
<b>Street Address</b>					Phone No	0.	
City				State		Zip	
Date of Birth	Gender		Marital Sta	atus	Email Ad	ldress	
		Female	☐ Single	☐ Married			
Are you a U.S. or Canad	lian citizen? [	□ Yes □	No - If "No	', provide pr	oof of legal	I residence in the U	J.S. or Canada.
Name of company/subside	diary you worl	k for, if o	ther than th	e Group Pol	licyholder:	:	
Date of Hire		Job Titl	le				
Class		Hours V	Worked per	Week	In	dicate Benefit Sel	ection
If you are applying for I Dependents, please use an	_		lease comple	ete the follow	ving inforn	nation: (If you nee	ed to add more
	iother sheet or p	рарст.)	1 1	Birth Dates	,	SSNs	
<b>Dependent Names</b>			Spouse	DITHI Dates	<u> </u>	221/8	
			•				
			Child				
	Child						
			Child				
			Child				

Are all Dependents listed above U.S. or Canadian citizens?						
- If "No", provide proof of legal residence in the U.S. or Canada.						
Applicant Agreement						
By signing this Enrollment form, I understand and agree that:	:					
<ul> <li>all statements and answers I have given are complete and true to the best of my knowledge and belief.</li> <li>no insurance will be effective until Madison National Life Insurance Company, Inc. ("Madison National"): (a) approves this Enrollment Form, (b) receives the required premium, and (c) issues the Certificate of Insurance.</li> <li>I can obtain any Certificate(s) of Insurance and any riders or amendments from the Group Policyholder or Madison National.</li> <li>no person, except an officer of Madison National, is authorized to vary or modify a contract.</li> <li>I authorize the Group Policyholder to make any required deductions, if any, to pay the premium for my insurance in effect.</li> </ul>						
effect.						
WARNING: It is a crime to provide false or misleading informinsurer or any other person. Penalties include imprisonments insurance benefits, if false information materially related to a	ent and/or fines. In addition, an insurer may deny					
WARNING: It is a crime to provide false or misleading information insurer or any other person. Penalties include imprisonment	ent and/or fines. In addition, an insurer may deny					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonment insurance benefits, if false information materially related to a	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonment insurance benefits, if false information materially related to a	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonme insurance benefits, if false information materially related to a Applicant Signature	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonments insurance benefits, if false information materially related to a Applicant Signature  Applicant Waiver of Insurance (if applicable)	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.  Date of Signature					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonme insurance benefits, if false information materially related to a Applicant Signature	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.  Date of Signature  understand and agree that I was given the opportunity					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonments insurance benefits, if false information materially related to a Applicant Signature  Applicant Waiver of Insurance (if applicable) I wish to waive this Group Insurance. By signing this Waiver, I	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.  Date of Signature  understand and agree that I was given the opportunity					
WARNING: It is a crime to provide false or misleading information or any other person. Penalties include imprisonme insurance benefits, if false information materially related to a Applicant Signature  Applicant Waiver of Insurance (if applicable)  I wish to waive this Group Insurance. By signing this Waiver, I to apply for the group insurance as presented to me, but do NOT was a significant waiver.	ent and/or fines. In addition, an insurer may deny claim was provided by the applicant.  Date of Signature  understand and agree that I was given the opportunity					

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# **Application for Insurance Portability For Accident Insurance**

Applicant Information					
Name of Group Policyholder				Group No.	
Applicant Name (Last, First, Middle)			Social Security No.		
Street Address			Phone No.		
City		State		Zip	
Date of Birth	Gender		Email Addı	ress	
	☐ Male ☐ Fer	nale			
Dependents (insured at the date of terr					
Are You also applying for Dependent po			. 1 914 T		
The Applicant must meet the	requirements of the In	surance Po	ortability En	dorsement to be eligible.	
1. Your employment terminates/termi	nated on: (month/day/y	rear)			
2. Specific reasoning for employment to	termination:				
3. Are you currently disabled? ☐ Yes	□ No				
4. Are you currently on a leave of abse	ence? 🗆 Yes 🗆 No				
<b>Applicant Agreement</b>					
By signing this Application, I understa	and and agree that:				
<ul> <li>all statements and answers I have given are complete and true to the best of my knowledge and belief.</li> <li>I understand no insurance will be effective until Madison National Life Insurance Company, Inc. ("Madison National") approves this Application and receives the required premium.</li> <li>no person, except an officer of Madison National, is authorized to vary or modify a contract.</li> </ul>					
WARNING: It is a crime to provide fa insurer or any other person. Penalt insurance benefits, if false information	ties include imprisonn	nent and/o	or fines. In	addition, an insurer may deny	
Applicant Signature			Signature		

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717]

[Administered By: North American Benefits Company (NABCO) 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# GROUP ACCIDENT INSURANCE POLICY

**GROUP POLICYHOLDER:** [Name of Group]

**GROUP NUMBER:** [Group number]

**MINIMUM PARTICIPATION REQUIREMENT:** [100%]

**DATE OF ISSUE:** [Date]

**RENEWAL DATE:** Renewals occur annually beginning [date]

**STATE OF ISSUE:** [State]

Madison National Life Insurance Company, Inc. (hereafter referred to as We, Our or Us) agrees to pay group insurance benefits with respect to each Insured Person according and subject to the terms and conditions of this Group Policy (hereafter referred to as "Policy"). Benefits are payable in United States dollars only. The benefits and insurance provisions approved under this Policy are contained in the Certificate of Insurance (hereafter referred to as "Certificate").

This Policy is issued to the Group Policyholder (hereafter referred to as "Policyholder") in consideration of the Group Application and payment of premiums, as provided herein, to take effect as of the Date of Issue. A copy of the completed Group Application is attached. This Policy will terminate as described herein. Date of Issue and Termination will begin and end at 12:01 A.M. Standard Time at the address of the Policyholder. The Policyholder is not Our agent for any purpose under this Policy.

This Policy includes any applications, certificates, endorsements and other application documents. This Policy is issued by Us and delivered in the state shown above and governed by the laws of that state. All terms are defined, and benefits are provided, in accordance with the terms, conditions and provisions of these documents, and applicable state laws. All terms are as defined in the Certificate, unless otherwise shown herein.

Executed at Madison National Life Insurance Company, Inc. by:

Larry R. Graber]

President

[Susan M. Caldwell]

Dum m. Caedwell

Secretary

#### NON-PARTICIPATING

This Policy does not share in Our profits or surplus earnings.

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# **Insurance Requirements**

The Policyholder's insurance elections are shown in the Group Application.

Insurance benefits for Insured Persons are as agreed upon between Us and the Policyholder. All insurance and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificate(s) issued by Us to the Policyholder for distribution to the Insureds, or directly to the Insureds. This includes any applicable Amendments, Riders or Endorsements, superseding or changing the Policy in any way, and/or the essential features of insurance the Insured Persons are entitled to under this Policy, and to whom the insurance benefits are payable in the event of a covered loss.

The Policyholder will furnish all information reasonably necessary to administer this Policy, including but not limited to the following:

- 1. At least one Census Report during each Contract Year, no later than three months prior to the next insurance benefit renewal date.
- 2. A list of all Eligible Persons and documentation supporting eligibility for Eligible Persons under the Group Policy.
- 3. Information about persons who become eligible and any amounts of insurance they may change and/or end.
- 4. Any other information required to manage a claim.
- 5. Notification of the Policyholder's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
- 6. Notice of any additional eligible insurance classes.
- 7. Any other information reasonably required.

**Census Report** means a report providing the following information for each Insured Person under the Group Policy: name, social security number, date of birth, gender, class, as defined in the Certificate and the amount of insurance.

**Contract Years** means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Policyholder and Us.

The Policyholder must provide such information to Us or Our agents in a regular and timely manner as reasonably specified by Us and/or Our agents. We or Our agents have the right at all reasonable times to inspect the payroll (if applicable) and records of the Policyholder relating to insurance under this Policy.

# **Policy Premium**

## **Payment of Premiums**

- 1. Premiums are due on the first of the month for which the premium applies, unless otherwise approved by Us.
- 2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under this Policy.
- 3. The Policyholder determines the amount, if any, of each Insured's contribution toward the cost of insurance.
- 4. Each premium is payable on or before its Premium Due Date directly to Us or Our legal representative.
- 5. Premium is due for an Insured Person for each month the Insured Person is insured under this Policy. The Policyholder must notify Us immediately whenever someone becomes eligible or ceases to be eligible for insurance.
- 6. All premiums are based upon information provided in the Census Reports.

#### **Changes in Premium Rates**

Special Circumstances. We may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:

1. A change or clarification in a law or governmental regulation affects the amount payable under this Policy. Any change in premium rates will reflect only the change in Our obligations.

- 2. One or more changes occur in the factors material to the underwriting risk We assumed with respect to the Policyholder, including, but not limited to, the number of persons insured, age, gender and occupational classification.
- 3. The premium contribution arrangement for Insured Persons changes or varies by the Policy provisions when issued or last renewed.
- 4. The Policyholder requests an insurance benefit design change.
- 5. We, and the Policyholder, mutually agree to change premium rates.

In all other cases, and subject to a period We have provided the Policyholder with a written rate guarantee, We may change premium rates upon 60 days advance written notice to the Policyholder. Any change in premium rates may be made effective on any Premium Due Date, but no change will be made more than once in any Contract Year.

#### **Premium Adjustments**

Premium adjustments involving a return of unearned premiums to a Policyholder may be limited to the 12 months just before the date We receive a request for premium adjustment.

# Grace Period, Termination for Nonpayment and Reinstatement

- 1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The insurance will remain in force during the Grace Period.
- 2. **Grace Period means** the [31] days following the Premium Due Date.
- 3. If the premium is not paid during the Grace Period, insurance under this Policy will terminate automatically at the end of the Grace Period.
- 4. The Policyholder is liable for the payment of a pro rata premium, if applicable, during the Grace Period.
- 5. If any renewal premium is not paid and insurance is terminated, the Policyholder may request a reinstatement by reapplying and submitting the required premium. Insurance will be reinstated upon Our approval, if the Policyholder requests reinstatement within 31 days of the termination date. We shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. We and the Policyholder have the same rights as We did under this Policy immediately before the due date of the defaulted premium, subject to any provisions in connection with the reinstatement.

#### **Termination**

#### **By Us:** We can end this Policy:

- 1. after the first anniversary (of the effective) date, or earlier if due to nonpayment of premium or the failure to meet continued underwriting guidelines, if any. We will give a 60-day notice prior to the termination.
- 2. on any Premium Due Date if the number of Insured Persons is less than the Minimum Participation Requirements.
- 3. on any Premium Due Date if We determine the Policyholder has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to this Policy or insurance under this Policy.
- 4. on the date the Policyholder breaches any part of the Entire Contract.

Any termination by Us is without prejudice to any expenses originating prior to the termination date by. An expense will be considered incurred on the date of the occurrence.

By the Policyholder: The Policyholder can end this Policy by giving Us a 60-day advance written notice.

# **General Provisions**

Certificates - We will prepare the Certificates setting forth the main features of this Policy applicable to each Insured. We and the Policyholder may agree to distribute the Certificates to Insureds in paper format, or to make the document available and accessible for review by Insureds on the Policyholder's website. The Policyholder will be responsible for providing sufficient notice to the Insureds of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy is available upon request. Upon receiving such a

request from either the Policyholder or Insured, We will provide a written copy of the Certificate to the Policyholder for distribution to the Insured. If the terms of the Certificate differ from the terms of insurance under this Policy, the latter will govern.

**Clerical Error -** A clerical error may be made by Us or the Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

**Conformity With State and Federal Laws -** If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

Entire Contract, Changes - This Policy, including any applications, certificates, endorsements and other attached pages, if any, constitutes the Entire Contract of Insurance. No change in this Policy shall be valid until approved by one of our executive officers and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions. We have the right to determine all questions arising in connection with this Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

**Legal Actions -** No action shall be brought to recover on this Group Policy prior to the expiration of 60 days after written notice and the expiration of 3 years after written application for insurance.

**Misstatement -** If premiums for an Insured Person are based on enrollment information and the Insured Person's enrollment information has been misstated, there will be a fair adjustment of premiums based on his or her correct information. If the benefits for the Insured Person are based on the enrollment information which has been misstated, there will be an adjustment of said benefit based on the Insured Person's correct information.

**Time Limit On Certain Defenses -** All statements made in the Group Application are, in the absence of fraud, representations and not warranties. We cannot contest this Policy after it has been in force for 2 years from its date of issue. No statement shall be used to contest the validity of insurance or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of the statement is furnished to the Policyholder.

**Workers' Compensation -** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601] [Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# GROUP ACCIDENT INSURANCE CERTIFICATE OF INSURANCE

# LIMITED BENEFIT. PLEASE READ CAREFULLY

This Certificate of Insurance (hereinafter referred to as "Certificate") is evidence of insurance provided under the Group Policy issued to, and held by, the Group Policyholder (as shown in the "Schedule Page"). If You have an Accident while insured under this Certificate, We will pay Benefits according to the terms of this Certificate. This Certificate describes the essential features of the insurance.

The Group Policy is the agreement between the Group Policyholder and Us. The Group Policy may be amended at any time without notice to You. Any amendment will not affect a claim occurring before the amendment takes effect. You may inspect the Group Policy at any time during business hours at the office of the Group Policyholder.

Executed by Madison National Life Insurance Company, Inc.

Larry R. Graber
President

Susan M. Caldwell Secretary]

Dum m. Caedwell

#### ACCIDENT ONLY INSURANCE

#### **GUARANTEED ISSUE**

THIS CERTIFICATE PROVIDES A LIMITED BENEFIT FOR CERTAIN ACCIDENTS AND IT DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. IT IS NOT INTENDED TO QUALIFY AS THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA).

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE, MEDICAL OR DISABILITY INSURANCE. RECEIPT OF BENEFITS UNDER THIS CERTIFICATE MAY AFFECT ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS AND/OR ENTITLEMENTS.

**NON-PARTICIPATING** 

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[Attached Benefit Endorsement[s] [Insurance Portability] [Waiver of Premium]]

# Schedule of Benefits ("Schedule Page")

#### **Administrative**

Group Policyholder: [Group Name]

Group number: [Number]

Group Effective Date: [Date] [Revised Effective Date [Date]]

[Subsidiaries: [Names]]

Insurance type: [Non-Occupational, no Benefits are payable for Accidents occurring while an Insured Person is working

at his or her occupation for wage or profit.]

Eligible Class(es): [Class 1]

[Minimum Hourly Work Requirement: [40] hours per [week]]

Waiting Period for insurance: [30 days]

Annual enrollment period: Limited to [one] annual enrollment period[s] in a 12-month period.

Special enrollment period: [Included]

Insured: Insurance to age 80

Dependent: [Spouse insurance to age 80] [and Child insurance to age 26]

#### **Premium Contribution**

[Insured: [50]%]
[Dependents: [50]%]]
Group Policyholder: [50]%

#### **Benefit Payments**

There is no lifetime maximum Benefit.

We will pay the following percentage of all Accident Benefits shown below:

Insured: [100]% Spouse: [75]% Child: [50]%

Benefit Waiting Period: [[60 days] from the Insured Person's effective date]

Maximum Benefit Period: [365 days]

[Number of Accidents insured during each Group Policy year: [1-5]]

# Benefit are payable per Accident, unless otherwise shown

# [Accident Benefits and Details

[Initial Care and Treatment (must be received within [72] hours after the Accident)

Transfusion of blood, plasma and platelets - \$[100] per day, limited to [2] day[s]

Ambulance (ground) - \$[300] [within [24] hours after the Accident]

Ambulance (air) - \$[900] [within [24] hours after the Accident]

• [If both air and ground transportation take place on the same day, only the Benefit with the higher Benefit amount is payable.]

Initial Outpatient Physician Office or Urgent Care - \$[75] per visit, limited to [3] visits

Emergency Room - \$[500] per visit[, limited to [2] per year [(Treatment must be received within [24] hours of the Accident.)]

Medical appliances - \$[300] [(must be purchased within [90] days of the Accident).]

Therapy Services (physical, speech and occupational) - \$[4] per visit, limited to [10] visits

[Outpatient X-Ray - \$[100]]

[Outpatient advanced Diagnostic Imaging - \$[300]]

[Outpatient Surgery - \$[600]]]

#### [Inpatient Hospital Care

Hospital Stay - maximum Benefit \$[1,000] per day, limited to [30] days

• (stay must begin within [90] days of the Accident).

Intensive Care Unit (ICU) stay - \$[2,000] per day, limited to [30] days

• (stay must begin within [60] days of the Accident.)

Rehabilitation - \$[50] per day, limited to [20] days

[First Day Hospital Admission - \$[100-5,000] per first day, [limited to [2] per 12-month period]]

[Miscellaneous Hospital Services - \$[50]]

[In-Hospital Doctor Visit - \$[75] per visit, limit [3] visits]]

#### [Follow Up Care and Treatment:

[Outpatient Physician Office and Urgent Care - \$[50] per visit, limited to [7] days]

[Chiropractic Treatment - \$[15] per visit, limited to [10] visits]

[Home Health Care - \$[15] per visit, limited to [10] visits]

[Telemedicine consultation - \$[20] per encounter, limited to [2] encounter(s)

[Pain Management (epidural anesthesia) - \$[100]]

[Prosthesis or artificial limb (one or multiple) - \$[250] minimum, \$[1,000] maximum per day]

• (device must be received within [365] days following the Accident). ]

#### **[Lacerations**]

[If multiple Lacerations are suffered in one Accident, then the largest single Laceration Benefit will be paid. Treatment must be received within [12] hours following the Accident.]

Over 6 inches - \$[750]

2 to 6 inches - \$[250]

Under 2 inches - \$[30]

Lacerations not requiring stitches - \$[25]]

#### [Injuries

Concussions (once per a 12-month period) - \$[500] [(must be Diagnosed within [24] hours following the Accident.)] Coma - \$[2,500]

Emergency Dental Work, repair with crown - \$[100], extraction \$[50]

• [Emergency treatment must be received within [72] hours following the Accident.]

[Paralysis of four limbs (quadriplegia) - \$[20,000]]

[Paralysis of two limbs (paraplegia) - \$[10,000]]

[Paralysis of one side of body (hemiplegia) - \$[10,000]]]

#### [Injuries Requiring Surgery

Eye Injuries requiring surgical repair - \$[750]; removal of foreign body \$[100]

• [If surgery and the removal of a foreign object is required on the same day for the same Injury, only the higher Benefit amount is paid.]

Surgery (with repair):

Hernia - \$[750]

• [(must be Diagnosed within [90] days of the Accident and repaired through surgery within [180] days following the Accident.)]

Ruptured/Herniated disc \$[1,000]

Cranial, Abdominal and Thoracic (chest) - \$[1,500]]

Tendons, Ligaments, Rotator Cuff, and Knee Cartilage – single \$[1,000], multiple \$[2,000]

Joint Replacement - \$[3,000]

Exploratory Arthroscopic (without repair) - \$[250] [(must occur within [180] days of the Accident)] ]

[Burns [(Treatment must be received from a Physician within [72] hours following the Accident.)]

Second Degree - Less than 10% - \$[50]; at least 10%, but less than 35% - \$[750]; 35% or more - \$[1,500]

Third Degree - Less than 10% - \$[300]; at least 10%, but less than 35% - \$[2,000]; 35% or more - \$[5,500]]

### [Fractures (complete break of a bone)

If an Insured Person sustains multiple fractures to the same bone during the same Accident, We will pay only one Fracture Benefit. If an Insured Person sustains a Fracture of more than one bone, We will pay for each Fracture, but no more than [4] times the applicable Fracture Benefit for the bone involved with the highest Benefit amount.

Skull depressed (dented) - \$[3,500]

Skull simple (cracked) - \$[1,500]

Facial bones (except teeth) - \$[1,000]

Lower jaw - \$[350]

Upper arm or upper jaw - \$[750]

Forearm, hand or wrist (except fingers) - \$[350]

Finger - \$[50]

Shoulder blade or collar bone - \$[1,000]

Rib (one or more) - \$[500]

Vertebrae - \$[750]

Vertebral processes - \$[750]

Hip or Thigh - \$[2,500]

Pelvis (except the tailbone) - \$[700]

Coccyx (the tailbone) - \$[250]

Leg - \$[700]

Foot, ankle, or knee cap - \$[350]

Toe - \$[50]]

#### [Dislocations (bone separation at the joint)

If an Insured Person sustains more than one Dislocation, We will pay for each Dislocation, but no more than [2] times the applicable Dislocation Benefit for the joint with the highest Benefit amount.

Lower jaw - \$[250]

Collar bone (treated near the shoulder) - \$[500]

Collar bone (treated near the center of chest) - \$[750]

Shoulder - \$[250]

Elbow - \$[250]

Wrist - \$[250]

Hand - \$[250]

Finger or toe - \$[100]

Hip - \$[1,000]

Knee (not the knee cap) - \$[750] Foot or ankle - \$[500]]

[Organized Sports (a Benefit for Dependent Children only) - \$[500] one-time fixed indemnity Benefit per Accident]

[Accidental Death - [(within [90] day[s] of the Accident.)]]

Insured: \$[12,500] [Spouse: \$[12,500]] [Child(ren): \$[12,500]] ]

[Accidental Death - Common Carrier (public transportation) [(death must occur within [90] days of the Accident.]] Insured[, Spouse and Child] – [3] times the Accidental Death Benefit]

[Accidental Dismemberment Loss – [The Loss must occur within [90] days of the Accident.]

One hand, foot or entire sight in one eye - \$[1,000] (each Loss)

One hand and foot, one hand and entire sight in one eye, one foot and entire sight in one eye, both hands, both feet or entire sight in both eyes - \$[2,500]]

[Gunshot Wound - \$[500]] (Treatment must be received within [24] hours following the Accident.)]

# [Special Treatment Travel

Lodging (more than 50 miles away from the Insured Person's residence) - \$[250] per night, up to [5] night[s] Private Transportation (more than 50 miles away from the Insured Person's residence) - \$[100] per trip, up to [10] trip[s]]

[Health Screening (Wellness) There is no waiting period for health screenings. \$[100] per day; limited to [2] day[s] (1-day increments) per 12-month period]

[First Day Fixed Indemnity Accident [\$1,500] per day, up to [3] days]

## [Residence and Vehicle Modification - \$[2,500]

• (a written receipt for the alteration must be provided within [30-180] days after the Accident.)]

[Accident Fixed Indemnity Disability (non-occupational, Insured only, to age 65) \$[200] per week. Benefits begin on the [8th] day after the accidental disability and end after [52] weeks]

# **Definitions**

**Accident** means a sudden, unexpected and unforeseen, identifiable event causing bodily Injury. The Accident must occur while the Insured Person is insured under the Group Policy.

**Accident Disability** means as a result of Your Accident You are unable to perform, with reasonable continuity, a majority of the material duties of any occupation for which You are qualified by education, training and experience, and You are under the regular care and attendance of a Physician.

Accidental Death means death caused by an Accident.

**Accidental Death Common Carrier** (public transportation) means death by the following: traditional taxies, transportation network companies (referred to as "rideshare companies"); passenger trains, bus lines (inner city or between cities) and commercial airlines.

**Active Work** and **Actively at Work** mean performing all the material duties of Your own occupation [at the Group's usual place of business,] and satisfying the Minimum Hourly Work Requirement. Actively at Work includes regularly scheduled days off, holidays, or vacation days [or days when You're using accumulated banked hours through the union], so long as You are capable of sustained Active Work on those days.

**Ambulance** means a vehicle equipped for transporting the injured or sick to or from a Hospital or between medical facilities for treatment of an Injury.

**Annual enrollment period** means a period pre-determined by the Group on an annual basis, limited to one annual enrollment in a 12-month period.

**Benefit Waiting Period** means the time period (as shown in the "Schedule Page") an Insured Person must wait before Benefits are payable.

**Chiropractic treatment** means the diagnosis and treatment of neuromuscular disorders, with an emphasis on treatment through manual adjustment and/or manipulation of the spine.

**Collar bone** means a shoulder bone linking the scapula and sternum.

**Coma** means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by external stimulation lasting for a continuous period of at least [10] consecutive days..

**Concussion** means a brain Injury resulting in temporary loss of normal brain function.

Contributory means You pay all or a portion of Your insurance premium.

**Diagnosed/Diagnosis** means a definitive Diagnosis made by a Physician based upon the use of clinical and/or laboratory investigations as supported by an Insured Person's medical records and meeting any Diagnosis requirements set forth in this Certificate for the particular Critical Illness being Diagnosed.

**Diagnostic Imaging** means a variety of machines and techniques that create pictures of the structures and activities inside the body. The type of imaging used depends on symptoms and the part of the body being examined. They include computerized tomography scan (CT scan), nuclear medicine scans (radioactive substances used to see structures and functions inside the body), magnetic resonance imaging (MRI) scan and diagnostic medical sonography (ultrasound).

**Dislocation** means a completely separated joint.

**Eligible Class** means a classification defined by the Group and shown in the "Schedule Page". You must be an Eligible Person of an Eligible Class in order to be eligible for this insurance.

**Eligible Dependent** (also referred to as "**Dependent**") means Your "Spouse" or "Child" (defined below) who is not in a Period of Limited Activity on their effective date of insurance or on any increase of insurance dates. Dependent does not include a person who is a full-time member of the armed forces of any country. No person may be considered a Dependent of more than one Insured Person. **Period of Limited Activity** means any period of time a Dependent is confined in a hospital or nursing facility or if not confined, unable to carry on the regular and usual activities of a healthy person of the same age and gender.

• **Spouse** means a person of the same or opposite sex to whom the Insured is legally married to and from whom the Insured is not legally separated. "Spouse" includes state Registered Domestic Partners and Civil Union Partners.

# **Registered domestic partner** means a person:

- 1. with whom You maintain a committed relationship characterized by mutual caring and the sharing of a mutual residence:
- 2. who has registered in a state or local Domestic Partner registry with You;
- 3. who is at least 18 years old and competent to contract;
- 4. who is the sole domestic partner to You; and
- 5. who is not married.

<u>Civil union partner</u> means a person with whom You are in a same sex relationship, similar to marriage, which is recognized by law.

• Child (Children) means Your unmarried "Child" until the age shown in the "Schedule Page". "Child" includes stepchild, foster child or legal ward, a Child legally placed in the home for adoption and/or a legally adopted Child. Except where otherwise specified, a Child of a state recognized domestic partner will be the equivalent of a Child of a Spouse under this Certificate. Child also means a grandchild, niece or nephew under Your primary care if the legal guardian of the minor grandchild, niece or nephew (if other than You) is not covered by an accident or sickness policy.

**Disabled Child** means Your unmarried adult "Child" who is, on and after the date the insurance would end because of the Child's age, continuously incapable of self-sustaining employment because of mental or physical handicap and chiefly dependent upon You for support and maintenance or institutionalized because of mental or physical handicap. You must provide proof of Your Disabled Child's status within 31 days after the date insurance would otherwise end because of the Child's age. Thereafter, We may require further proof of Your Disabled Child's status, but not more often than annually. Costs associated with such proof will be Your responsibility.

**Eligible Person** means an individual in an Eligible Class (as shown in the "Schedule Page")[, who is Actively at Work[, and who is reported on the Group's records for Social Security and tax withholding purposes]].

**Emergency Dental Work** means the repair or extraction of a tooth that is due to an Accident. No Benefit is payable for an Injury caused by biting or chewing.

**Emergency Room** means a Hospital room or area staffed and equipped for the reception and treatment of persons requiring emergency medical care.

**Eye Injuries** mean an Injury that requires surgery or the removal of a foreign object by a Physician. An exam with anesthesia is not surgery.

Follow-up Care and Treatment means treatment received due to an Accident.

**Fracture** means a break, rupture or crack in a bone Diagnosed by an X-ray.

**Group Effective Date** means the date (shown in the "Schedule Page") the Group Policy, with respect to the Group, became effective

**Group Policy** means the group insurance policy We issued to the Group.

Group and Group Policyholder mean the "Group Policyholder" named in the "Schedule Page".

Gunshot wound means a non-self-inflicted, non-fatal gunshot wound by a conventional firearm.

**Health Screenings** means annual physicals; blood tests; X-rays; Diagnostic Imaging; electrocardiogram or echocardiogram; bone marrow screening; human papillomavirus vaccine; bone mass density measurement; skin cancer screening; thermography; ultrasounds; prostate-specific antigen test; pap smears; cytological screening; breast ultrasound; digital rectal exams; flexible sigmoidoscopy; stool analysis; colonoscopy; cancer antigen tests; child and adult immunizations; and hearing and vision screening services.

**Hernia** means tissue, or an internal organ or other body part, protrudes through a weak spot in the wall of muscle or tissue that surrounds it.

**Herniated disc** (a bulged, slipped or ruptured disc) means a fragment of the disc nucleus (a jelly-like material which is the inner core of the disc) that is pushed out of the annulus (a tough circular exterior of the disc that surrounds the nucleus), into the spinal canal through a tear or rupture in the annulus.

**Home Health Care** means clinical medical care provided by a registered nurse, occupational therapist, physical therapist or other skilled medical professionals, and is often prescribed as part of a care plan following a hospitalization.

**Hospital** means a legally constituted institution (or an institution which operates pursuant to law), having organized facilities for the care and treatment of sick and injured persons on a resident or inpatient basis, including facilities for Diagnosis and surgery under the supervision of a staff of one or more licensed physicians, and provides twenty-four (24)-hour nursing service by registered nurses on duty or call. It does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, drug addiction or alcoholism, even though the facilities are operated as a separate institution by a hospital.

Hospital Stay means a stay in a non-ICU room of a Hospital as a result of an Accident.

**Initial Care and Treatment** means the initial exam and treatment received for an Accident or Injury.

**Injury** means a bodily Injury sustained as a direct result of an Accident, independent of disease, bodily infirmity or any other causes, and results in medical expense. The accidental Injury must occur while the Insured Person is insured under the Group Policy.

**Insured** means an Eligible Person whose insurance is in effect under this Certificate.

**Insured Person** means an Insured or Eligible Dependent whose insurance is in effect under this Certificate.

**Intensive Care Unit (ICU)** means a designated area of a Hospital dedicated to the care of persons who are critically ill or injured and is separate from the surgical recovery room.

**Laceration** means a deep cut or tear in the skin or flesh.

**Ligament** means a fibrous connective tissue which attaches bone to bone, and usually serves to hold structures together and keep them stable.

**Maximum Benefit Period** means the maximum period of time (shown in the "Schedule Page") where treatment, services and supplies related to an Accident must be incurred.

**Medical appliance** (prescribed by a Physician) means (including, but not limited to) a cane, ankle brace, walking boot, walker, crutches, leg brace, wheelchair, knee scooter, body jacket, back brace, or cervical collar.

**Medically Necessary** means health care services or supplies needed to Diagnose or treat an illness, Injury, condition, disease, or its symptoms and that meet accepted standards of medicine.

**Minimum Hourly Work Requirement** means the work hours over a given time period required of You by the Group in order to be eligible for insurance. Your Minimum Hourly Work Requirement is shown in the "Schedule Page".

**Miscellaneous Hospital Services** means medical supplies and services received to treat an Injury when Hospital confined.

**Noncontributory** means the Group pays the entire premium for insurance.

Organized Sports means any regularly scheduled, non-professional athletic event associated with school and non-school programs that are governed by an organization and require formal registration to participate. This includes (1) an exhibition game; (2) club, intramural and intercollegiate sports; (3) competitions; (4) team practice, training and workout session; try-out; and (5) any supervised or sponsored sports activity. This does not include: (1) playing, coaching, or officiating for pay; (2) personal, non-team related practice, training, workout sessions; (3) unstructured play such as pick-up games or spontaneous play; (4) activity that is outside of the Child's membership role; (5) activities a Child is paid to play; and (5) travel to and from the organized sporting activity.

**Paralysis** means the (i) complete or partial loss of function that is expected to be permanent, especially when involving the motion or sensation in a part of the body' (ii) loss of the ability to move; or (iii) a state of powerlessness or incapacity to act.

**Physician** means a licensed medical professional, under the laws of a state of the United States of America, acting or specializing within the scope of such license, in the applicable field of medicine for the Accident, and who is permitted by law to prescribe medications and practice independent of supervision. For the purpose of this insurance, Physician does not include You or Your Spouse or the brother, sister, parent or child of either You or Your Spouse. Physician does not include Master's-level practitioners.

**Prior Plan** means the Group's group accident insurance in effect on the day immediately preceding the Group Effective Date under the Group Policy.

**Prosthesis** means an artificial device to replace or augment a missing or impaired part of the body. This excludes hearing aids, dental aids or false teeth, eyeglasses or cosmetic prostheses, such as wigs.

**Rehabilitation** (inpatient Hospital) means free-standing rehabilitation Hospitals and Rehabilitation units in acute care Hospitals. They provide an intensive Rehabilitation program and persons who are admitted must be able to tolerate intense Rehabilitation services.

**Residence and Vehicle Modification** means the outfitting an Insured Person's residence or vehicle as follows:

#### Residence:

- permanent or portable outdoor wheelchair ramps
- adding or changing a sidewalk or driveway for wheelchair access
- motorized platform and staircase lifts
- reinforced ceilings for lifting equipment
- recessed/flushed baseboards

- roll-in, level access/wet area shower
- alterations to create an open floor plan or to widen the doorway(s) of the home
- lowering the existing counters, sinks, and electrical switches
- purchase and installation of lifting equipment
- purchase and installation of in-home light and vibration alerting systems for the deaf and blind

#### Vehicle:

- electronic control consoles
- power door operators
- raised roof and door openings
- power transfer seat bases
- modifications to the steering and braking systems
- floor modifications for driving from a wheelchair
- a mounted wheelchair or scooter loader or lift
- adaptive control devices to help control the accelerator, foot brake, turn signals, dimmer switch, steering wheel, and/or parking brake
- purchase of a motor vehicle with adaptive equipment.

Also see sections "Accident Benefit Payments" and "Exclusions" for move provisions.

**Rotator cuff** means a group of muscles and tendons surrounding the shoulder joint, keeping the head of the upper arm bone firmly within the shallow shoulder socket.

**Second Degree Burn** means the epidermis (outer layer of skin) has been burned through and part of the dermal (second layer of skin) has been burned by heat, electricity, radiation, friction or chemicals. For the purpose of this Certificate, Second Degree Burns do not include burns that result from the skins exposure to the sun.

**Special enrollment period** (if applicable) means an enrollment period for Eligible Persons or Eligible Dependents to apply, subject to the "Special enrollment period" provision in section "Eligibility and Effective Dates".

**Special Treatment Travel** means travel prescribed by a Physician and required for treatment sustained as a result of the Accident.

**Surgery** means when a Physician cuts into the skin or other organ to: (1) implant mechanical or electronic devices; (2) make a Diagnosis; (3) redirect channels; (4) remove an obstruction, diseased tissue, or diseased organ(s); (5) repair an area that has been injured or affected by trauma, overuse, or disease; (6) repair an area to restore proper function; (7) reposition structures to their normal position; or (7) transplant tissue or whole organs.

**Surgery without repair** means arthroscopic or exploratory surgery without repair or if cartilage is torn or shaved (debridement).

**Telemedicine** means the remote Diagnosis and treatment of persons by means of telecommunications technology.

Tendon means a fibrous connective tissue which attaches muscle to bones and other structures (e.g. eyeball).

**Therapy Services** means speech, occupational or physical therapy required as a result of an Accident, that is prescribed and rendered by a Physician or a speech, occupational or physical therapist, and performed in an office setting or in a Hospital on an inpatient or outpatient basis.

**Third Degree Burn** means an area of tissue damage which there is destruction of the entire epidermis (outer layer of skin) and the dermal (second layer of skin) that is caused by heat, electricity, radiation or chemicals.

**Urgent Care** means a facility licensed as a freestanding medical facility by applicable state and federal laws to treat an

urgent condition.

**X-ray** means a radiographic image formed using x-radiation to produce an image.

**Vertebral (spinous) processes** means bones that make up the spine are called vertebrae. Each vertebra has a bony section that points out toward the back called the spinal process. A spinous process fracture is a break in one or more of these sections.

Waiting Period for insurance means the time period (as shown in the "Schedule Page") You must be an Eligible Person [(and Actively at Work)] before insurance is effective, unless You were insured under the Prior Plan.

We, Us and Our means Madison National Life Insurance Company, Inc.

You and Your means the Insured.

# **Eligibility and Effective Dates**

#### **Eligibility for Insurance**

Eligible Person

Your eligibility date is the [first day following Your Waiting Period for insurance].

To be eligible You must satisfy the following requirements:

- 1. be an Eligible Person.
- 2. be a citizen or legal resident of the United States of America or one of its territories or Canada.
- 3. satisfy Your Waiting Period for insurance, if any.
- 4. You cannot be an Eligible Person of more than one Eligible Class.
- 5. [be Actively at Work and capable of sustained Active Work on the effective date of Your insurance [and the effective date of any subsequent increase in insurance].]
- 6. [You cannot be inpatient confined in a hospital or similar facility and must be able to perform routine activities of daily living. This means You must perform the following acts without direct assistance or continuous help or oversight from someone else: (i) wash or bathe Yourself in the tub or shower, or by sponge bath from a basin; (ii) dress or change clothes, including fastening and unfastening any Medically Necessary braces or artificial limbs; (iii) eat or feed Yourself once food has been prepared and made available; (iv) transfer Yourself or move in and out of a chair or bed except with the aid of equipment (including support and other mechanical devices); and (v) get to and from, and on and off, the toilet to maintain a reasonable level of personal hygiene and to adjust clothing.)]
- 7. [You cannot be a [part-time,] [temporary,] [seasonal] or [leased] worker; or a full-time member of the armed forces of any country.]
- 8. [You cannot be insured under more than one group accident policy.]

# Eligible Dependent

You must apply for Dependent insurance and Your Dependent must meet the definition of "Dependent".

To be eligible an Eligible Dependent must satisfy the following requirements:

- 1. be an Eligible Dependent.
- 2. be a citizen or legal resident of the United States of America or one of its territories or Canada.
- 3. cannot be inpatient confined in a hospital or similar facility and must be able to perform routine activities of daily living. This means you must perform the following acts without direct assistance or continuous help or oversight from someone else: (i) wash or bathe yourself in the tub or shower, or by sponge bath from a basin; (ii) dress or change clothes, including fastening and unfastening any Medically Necessary braces or artificial limbs; (iii) eat or feed yourself once food has been prepared and made available; (iv) transfer yourself or move in and out of a chair or bed except with the aid of equipment (including support and other mechanical devices); and (v) get to and from, and on and off, the toilet to maintain a reasonable level of personal hygiene and to adjust clothing.

4. [cannot be insured under more than one group accident policy.]

#### **Effective Dates**

#### Initial Enrollment

**Insured:** Insurance is effective if You apply prior to or within 31 days of the [first day following Your Waiting Period for insurance.]

**Dependents:** Insurance is effective when You apply for Your Dependent(s) prior to or within 31 days of their eligibility date (e.g. marriage, newborn or adoption). If You do not apply within 31 days, Your Dependent(s) may not enroll until the next Annual or Special enrollment period.

# Special enrollment period

This provision only applies if the Schedule Page indicates it is included.

If an Eligible Person or Eligible Dependent does not enroll when first eligible, he or she may enroll for insurance, other than at Annual enrollment, if at the time the Eligible Person or Eligible Dependent: (i) was insured by insurance providing similar accident Benefits and (ii) lost that insurance for one or more of the following reasons:

- 1. termination of eligibility;
- 2. changes from full-time to part-time employment;
- 3. termination of the other insurance referenced above;
- 4. death of a Spouse; or
- 5. legal separation or divorce from a Spouse.

In addition, You may apply for a Dependent Spouse who becomes eligible by reason of marriage, or children who become eligible as shown in the definition of "Child", after Your effective date.

#### Increases in Insurance

An increase in insurance can only occur during a Special enrollment period [or Annual enrollment period]. An increase in insurance is effective on the [first day of the month immediately following the month You are eligible for such insurance, except if You are eligible on the first day of a month, insurance is effective on that day].

#### Leaves of Absence

### Approved FMLA Leave of Absence

Contributory or Noncontributory Premiums: If You are on leave with the Federal Family and Medical Leave Act of 1993 (FMLA), as amended, insurance will continue until the later of the required FMLA leave period or the leave period required by applicable state law, if:

- 1. FMLA Leaves, and the right to continue insurance during FMLA Leaves, are available to all Insureds in the same Eligible Class under the Group Policy;
- 2. the Group remits the required insurance premium; and
- 3. the FMLA Leave is approved in advance by the Group and the approval includes documentation with the beginning and ending dates of the leave. Documentation about Your leave must be available to Us at Our request.

#### [Paid Leave of Absence [, including sabbaticals].

Noncontributory insurance will continue if:

- 1. We receive advance written notice of a Paid Leave approved by the Group, with the beginning and ending dates of the Paid Leave; and
- 2. Paid Leaves, and the right to continue insurance during Paid Leaves, are available to all Insureds in the same Eligible Class; and
- 3. the Group remits the required premium for insurance.

#### Contributory insurance will continue if:

1. We receive advance written notice of a Paid Leave approved by the Group, with the beginning and ending dates of the Paid Leave; and

- 2. Paid Leaves, and the right to continue insurance during Paid Leaves, are available to all Insureds in the same Eligible Class; and
- 3. You continue to pay the required premium to the Group without interruption, and the Group continues to remit Your premium to Us.

#### Noncontributory and Contributory insurance:

Unless You return to active, eligible status on or before the date the Paid Leave is scheduled to end, insurance extended during a Paid Leave will terminate on the earlier of the date the Paid Leave is scheduled to end, [[3 months] from the date the Paid Leave began] or the date You fail to pay premium as required. Contributory insurance also terminates on the date You fail to pay the required premium.]

#### [Unpaid Leave of Absence], including sabbaticals].

### Noncontributory insurance will continue if:

- 1. [We receive advance written notice of an Unpaid Leave approved by the Group with the beginning and ending dates of the Unpaid Leave]; and
- 2. Unpaid Leaves, and the right to continue insurance during Unpaid Leaves, are available to all Insureds in the same Eligible Class; and
- 3. the Group remits the required premium for insurance.

# Contributory insurance will continue if:

- 1. We receive advance written notice of an Unpaid leave approved by the Group, with the beginning and ending dates of the Unpaid Leave; and
- 2. Unpaid Leaves, and the right to continue insurance during Unpaid Leaves, are available to all Insureds in the same Eligible Class; and
- 3. You continue to pay the required premium to the Group without interruption and the Group continues to remit Your premium to Us.

# Noncontributory and Contributory insurance:

Unless You return to active, eligible status on or before the date the Unpaid Leave is scheduled to end, insurance extended during an Unpaid Leave will terminate on the earlier of the date the Unpaid Leave is scheduled to end, [[3] months] from the date the Unpaid Leave began] or the date You fail to pay premium as required. Contributory insurance also terminates on the date You fail to pay the required premium.]

[Labor Dispute. Contributory or Noncontributory insurance: If You are on a [Paid or Unpaid] Leave of Absence due to a labor dispute, insurance will continue through the end of the [6]-month period following the date You last worked prior to the labor dispute, if premium is paid for You during this period.]

[<u>Layoffs</u>. Contributory or Noncontributory insurance: If You are on a Leave of Absence due to a layoff, insurance continues [through the end of the month You last worked prior to the layoff,] if Your premium is paid for that period.]

[Military Leave. No Benefits are payable, and no premiums are due, while You are on active military leave. If You return to active work with the Group, within the timeframes provided in the Uniformed Services Employment and Reemployment Rights Act, Your insurance will be reinstated without a Waiting Period for insurance.]

[If You cease to be an Eligible Person and insurance ends [except due to layoff], and then You again become an Eligible Person in all respects within [3] months, the Waiting Period for insurance will be waived [on the first day of Your return to Active Work]. [Your previous time worked will apply toward any remaining Waiting Period for insurance if not satisfied prior to Your layoff.]]

# **Accident Benefit Payments**

Benefits are payable for Accidents that occur after the Benefit Waiting Period, as shown in the Schedule Page, when an Insured Person has experienced an Accident.

Emergency medical care must be obtained or incurred within 72 hours of the Accident. Non-emergency medical care must be obtained within [90] days after the Accident, subject to the Maximum Benefit Period. Medical treatments, procedures and equipment must be Diagnosed, treated and recommended by a Physician and be Medically Necessary.

Benefit Payments upon an Accident are subject to the Accident occurring within the United States and while the Insured Person's insurance is in effect under this Certificate. Available Benefits must not be precluded by any general or specific Certificate Exclusion or any failure to meet any condition precedent set out herein. Benefit payments are made accordingly to the "Schedule Page" and paid directly to You, unless otherwise specified.

[Residence and Vehicle Modification: The following conditions must be met: (1) a Physician must prescribe that the Insured Person have the primary home or vehicle altered to maintain an independent lifestyle. (2) the installation is done by a licensed contractor who is not the Insured Person's immediate family member.]

# **Exclusions**

No Benefits are payable for non-medically documented or non-verifiable Injuries or Accidents. In addition, no Benefits are payable if the Accident is caused by or contributed to:

- 1. war or act of war. War means a state or period of declared or undeclared war whether civil or international, or any substantial armed conflict with organized forces of a military nature between nations, states or parties.
- 2. being on active duty or training in the Armed Forces, National Guard or Reserves of any state or country.
- 3. committing or attempting to commit a felony or being engaged in an illegal occupation.
- 4. an intentional self-inflicted injury, attempted suicide or suicide.
- 5. the voluntary use of poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected.
- 6. being legally intoxicated, as defined and determined by the laws of the state where the Accident occurred.
- 7. the voluntary use of illegal drugs, the intentional taking of over the counter medication not in accordance with recommended dosage and warning instructions, and intentional misuse of prescription drugs.
- 8. a pre-existing Injury or medical condition existing at the time of the Accident.
- 9. medical negligence and malpractice.
- 10. being confined, for any reason, in a penal or correctional facility.
- 11.cosmetic surgery or other elective procedures not Medically Necessary or having dental treatment except as a result of an injury.
- 12. [flying in an ultralight, hang or sail gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere.]
- 13. [operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.]
- 14. [driving or riding in a motor-driven vehicle in a race, stunt show, speed test or while testing any vehicle on any racecourse or speedway.]
- 15.[ballooning, boarding (self-balancing or hovering), mountaineering (using ropes and/or equipment), parasailing and skydiving.]
- 16.[handling or using an illegal weapon.]
- 17.[participating in any organized interscholastic or collegiate sport.]
- 18.[participating in any organized professional or semi-professional sport.]

- 19. [participating in any sporting event for pay or prize money.]
- 20.[participating in a rodeo.]
- 21.[medical treatment, services and supplies received outside the United States, unless incurred while an Insured Person is on a trip of not more than 90 days.]
- 22. [any employment for wage or profit or for which Workers' Compensation benefits are payable.]
- 23. [Residence and Vehicle Modification: No Benefit is payable for the purchase or installation of:
  - mobility handles and chairs, transfer chairs and benches, except for lifting equipment
  - repair, maintenance, and replacement parts for the home or vehicle device
  - alterations to any work vehicle
  - alterations to any boat or motorcycle
  - home security system
  - non-slip surfaces
  - portable chairs
  - routine home maintenance
  - spa, hot tub, or Jacuzzi
  - seat-back cushions
  - transfer toilets or toilet seat extenders
  - Grab bars/rails]
- 24.[Accident related treatment, services and supplies: No Benefit is payable for any treatment, service or supply that:
  - is experimental in nature,
  - is not medically documented,
  - is received from the Group Policyholder, or a person who does not meet the definition of "Physician",
  - is not recommended by a Physician, or
  - where no charge is made or where the Insured Person is not billed or is not required to pay.]

# **Claims Provisions**

#### **Notice of Claim**

To file a claim for Benefits under this Certificate, You must provide Us with Proof of Loss sent to our address shown on this Certificate's cover page. Notice given by You, or on Your behalf, to Us with information sufficient to identify You, is deemed notice to Us. Notice should be made within 20 days after any loss covered by the Group Policy. If it is not reasonably possible to give notice within that time, the claim may not be denied or reduced due to the delay.

#### **Claims Forms**

Upon receipt of written notice of claim We will send You a Claim Form for filing Proof of Loss. If You do not receive forms within 15 days after giving notice You can send Us, without the Claim Form, written Proof of Loss.

#### **Proof of Loss**

"Proof of Loss" means satisfactory written proof to determine if a loss occurred for Benefits, not subject to any Exclusion, and meets all other conditions for Benefits. Proof of Loss includes any other information We reasonably require in support of a claim for Benefits.

Proof of Loss must be provided in writing to Us, at Your expense, within 90 days after the date of the loss, if reasonably possible. Proof of Loss must be provided no later than one year after expiration of that 90-day period. The time limits under this section shall not apply while the Insured Person lacks legal capacity.

Proof of Loss includes any items We reasonably require in support of a claim, such as completed claims statements and a signed authorization for Us to obtain information. If the required documentation is not provided within 45 days after You

receive Our request, Your claim may be denied. The time period for Our decision will be tolled while We are waiting for You to provide the requested information. No Benefits will be paid until We receive Proof of Loss satisfactory to Us.

<u>Physical Examination and Autopsy.</u> We may examine, at Our own expense, an Insured Person when a claim is made and when and so often as We reasonably require during the pendency of the claim, and to request an autopsy in case of death, where it is not prohibited by law.

#### **Claim Decision**

We will notify You of Our claim decision within a reasonable period of time, but not later than 45 days after We receive Proof of Loss. If We request additional information from You to assist Us in making the claim decision, We will notify You of Our decision within 30 days after We receive the information.

We may extend these time periods up to 30 days if We determine an extension is necessary due to matters beyond Our control. We will notify You prior to the end of the initial 45-day period of the circumstances requiring the extension of time and the date We expect to render a decision.

If, prior to the end of the first 30-day extension period, We determine that due to matters beyond Our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days. We must notify You of the second 30-day extension period prior to the expiration of the first 30-day extension period.

In the case of an extension, the notice of extension will specifically explain the standards which entitlement to a Benefit is based. It will also explain the unresolved issues that prevent a decision on the claim, any additional information needed to resolve those issues, and the date We expect to render a decision.

### **Time Payment of Claims and Payment of Claims**

We will pay Benefits immediately after We receive Proof of Loss. Payment will be made in one lump sum to You or to the payee You appropriately assign.

Benefits are paid to You, as shown in the "Schedule Page. Benefits payable at the time of Your death are paid to the first surviving class of Your following living relatives: Spouse, children, parents, brothers and sisters or to the executors or administrators of Your estate. Any payment will fulfill Our responsibility for the amount paid. All other Benefits under this Certificate are payable to You.

<u>Facility of Payment.</u> We may pay part of the Benefit, up to \$500, to any person appearing to Us to be equitably entitled to the amount by having incurred funeral or other expenses incident to the last illness or death of an Insured Person. Any Benefit payment made before Our home office received written notice of a valid claim, by some other person, releases Us from further obligation.

#### **Notice of Adverse Decision on Claim**

If We deny any part of Your claim You will receive a written notice of denial containing the following:

- 1. the specific reasons for Our decision;
- 2. specific reference to the provisions of this Certificate which Our decision is based;
- 3. a description of any additional information needed to perfect Your claim and an explanation of why the information is necessary;
- 4. information concerning Your right to appeal Our decision; and
- 5. if an internal rule, guideline, protocol or other similar criterion is relied upon in making the adverse decision, We will either provide a copy of the internal rule, guideline, protocol or other similar criterion or information as to how You may obtain a copy of it free of charge upon request.

#### **Review Procedure**

If all or part of a claim is denied You may request a review in writing and send Your request to Us within 120 days after You receive notice of the denial. You may send us written comments or other items to support the claim. We will review the claim promptly after We receive the request. We will send You a notice of our decision within 45 days after We receive the request, unless special circumstances require an extension. If We determine that an extension in our review

time is required, written notice of the extension will be furnished to You prior to the expiration of the initial 45-day period. In no event will such extension exceed a period of 60 days from the end of the initial period, after We receive the required Proof of Loss.

#### When Insurance Ends

#### **Insured Person**

Except as otherwise provided for under this Certificate, insurance will cease on the earliest of the following to occur:

- 1. upon Your request;
- 2. the date You cease to be an Eligible Person or the premium due date on or next following the date You cease to be an Eligible Person.
- 3. the date a Dependent ceases to be an Eligible Dependent;
- 4. the date the Group Policy terminates; or
- 5. the date Your required premium payment is not paid.

#### **Termination or Amendment of the Group Policy**

The Group Policy may be terminated, changed or amended by Us or the Group according to the terms of the Group Policy. Any change or amendment may apply to Insureds or to any separate classes or categories thereof. We may change the Group Policy when any change or clarification in law or governmental regulation affects Our obligations under the Group Policy, or with the Group's consent.

We may terminate a Group's insurance on any premium due date by giving the Group not less than a 60-day notice. A Group may terminate insurance under the Group Policy in whole or may terminate insurance for any class or group of Insureds, at any time by giving Us advanced written notice at least 60 days prior to termination. Insurance will terminate automatically for nonpayment of premium, subject to the Group Policy's grace period and reinstatement provisions.

#### Reinstatement of Insurance

If Your insurance ends because You fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) Leave of Absence, and then You return [to Active Work] and enroll in insurance within 31 days of the earlier of the end of the period of leave You and the Group agreed upon, or the end of the 12-week period following the date Your leave began, then the Benefit Waiting Period will be waived.

### **General Provisions**

#### Assignment

An Insured Person may assign his or her rights, privileges or Benefits under this Certificate, when approved by Us.

#### **Clerical Error**

Clerical error by Us, the Group, or their respective representatives will not: (i) cause a person to become insured under the Group Policy or a provision of it, (ii) invalidate insurance otherwise validly in force, (iii) continue insurance otherwise validly terminated, or (iv) cause a Group to obtain insurance under the Group Policy or a provision of it.

In the event that a clerical error results in an incorrect premium rate, We may adjust the premium rate accordingly. The payment of premium, by itself, does not obligate Us to provide Benefits to anyone who is not eligible for insurance under the Group Policy.

The Group acts on its own behalf as Your agent and not as Our agent. The Group has no authority to alter, expand or extend Our liability or to waive, modify or compromise any defense or right We may have under the Group Policy.

#### **Conformity With State and Federal Laws**

If any provision of this Certificate is contrary to the applicable laws, We hereby amend the provision to conform to the minimum requirements of the law.

#### **Entire Contract, Changes**

This Certificate, including the Enrollment Form, Group Policy and any Endorsement, amendment or rider, if any, constitutes the entire contract of insurance. No change in this Certificate shall be valid until approved by one of Our executive officers and unless approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or waive any of its provisions.

#### **Legal Actions**

No legal action may be brought to recover on this Certificate until at least 60 days after written Proof of Loss has been given as required. No legal action may be brought after 3 years from the time written Proof of Loss was required to be given.

#### Misstatement

If the enrollment information of an Insured Person has been misstated We will make an equitable adjustment of premiums, Benefits or both. The adjustment is based on the amount of insurance based on the correct enrollment information and the difference between the premiums paid or would have been paid if the enrollment information had been correctly stated.

#### **Time Limit On Certain Defenses**

<u>Insured Person:</u> Any statement made to obtain or to increase insurance, in the absence of fraud, is a representation and not a warranty. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless We have given the Insured Person a copy of the written instrument he or she signed containing the misrepresentation.

• After insurance has been in effect for 2 years, during the lifetime of an Insured Person, We will not use a misrepresentation as a basis for reducing or denying a claim.

<u>Group Policyholder:</u> Any statement made by the Group to obtain the Group Policy, in the absence of fraud, is a representation and not a warranty. No misrepresentation by the Group will be used as a basis for denying the validity of the Group Policy, unless We have given the Group a copy of a written instrument signed by the Group, containing the misrepresentation.

• We will not contest the validity of the Group Policy after it has been in force for 2 years, except for nonpayment of premiums.

## MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

## WAIVER OF PREMIUM BENEFIT ENDORSEMENT GROUP ACCIDENT INSURANCE

#### LIMITED BENEFIT. PLEASE READ CAREFULLY

This is the **Insured's** Waiver of Premium Benefit Endorsement (hereafter referred to as "Endorsement"). **This Endorsement provides for an additional insurance benefit under the Group Accident Certificate of Insurance** (hereafter referred to as "Certificate"). There is no cash value associated with this Endorsement.

This Endorsement, including the Certificate and any other attached papers, constitutes the Entire Contract of insurance. No change in this Endorsement shall be valid until approved by one of Our executive officers. No agent has authority to change this Endorsement or waive any of its provisions.

Provisions under this Endorsement are subject to all definitions, terms and conditions, limitations and exclusions of the Entire Contract, unless otherwise stated herein. Please refer to the Certificate.

#### **Definitions**

**Disabled** or **Disability** means as a result of injury or sickness, You are unable to perform with reasonable continuity a majority of the material duties of any occupation for which You are qualified by education, training and experience, and You are under the regular care and attendance of a Physician.

**Proof of Disability** means documented clinical findings that prove You are Disabled.

Waiver Elimination Period means the [6] month period of time beginning on the date You become Disabled.

#### **Conditions**

[The Active Work requirement is waived during the time You are receiving this Benefit.]

If You qualify and are approved for this Benefit, Your premium will be waived beginning on the first day of the month immediately following the end of the Waiver Elimination Period.

Under this Endorsement, Your Accident Insurance will continue without payment of premium if You continue to be insured and these conditions are met:

- 1. [You become Disabled prior to age [60]];
- 2. You remain Disabled without interruption for the duration of the Waiver Elimination Period;
- 3. You provide Us with Proof of Your Disability, as described in the Certificate's "Claims Provisions" section[, after the end of Your Waiver Elimination Period]; and
- 4. Your claim is approved by Us.

#### **Premiums, Insurance Amount**

- 1. Premium payment(s) must continue until the later of the end of Your Waiver Elimination Period or the date Your Waiver of Premium claim is approved by Us.
- 2. The amount of Accident Insurance continued under this Benefit is the amount in effect on the day before You became Disabled[, if You were Actively at Work].
- 3. Insurance will be reduced or terminated according to Certificate provisions in effect on the day before You became Disabled.

4. If this Benefit terminates because You cease to be Disabled or You do not submit to a medical exam or cooperate with the examiner, premiums must resume on the next premium due date.

#### **Exclusions**

- If You die during the Waiver Elimination Period and are otherwise eligible for this Benefit, the Waiver Elimination Period will not apply.
- We will not waive premiums if Your Disability results from an Exclusion listed in the Certificate's "Exclusions" section.

#### **Investigation Of Claim**

We may require further Proof of Disability in intervals that are reasonable based on Your type of Disability.

With respect to benefits that are claimed during Your lifetime, We may require You to undergo examination at reasonable intervals, at Our expense. Any such examinations will be conducted by appropriate Physician or other medical provider or vocational specialist of Our choice. We may deny or suspend benefits if You do not attend an examination, or do not give full effort and cooperation to the examiner.

#### **When Benefits End**

This Benefit ends on the earliest of the following:

- 1. the date You cease to be Disabled;
- 2. the 91<sup>st</sup> day following the date We mail You a request for additional Proof of Disability, but We do not receive Proof;
- 3. the date You refuse to submit to a medical examination or to cooperate with Our chosen medical provider;
- 4. the date You've resided outside of the United States of America or one of its territories or Canada during any [6] consecutive months while premium was waived;
- 6. [The premium due date immediately prior to Your [70<sup>th</sup>] birthday;].

Executed by Madison National Life Insurance Company, Inc.

Lang A Dealer

[Larry R. Graber

President]

## MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

[Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# INSURANCE PORTABILITY BENEFIT ENDORSEMENT GROUP ACCIDENT INSURANCE

#### LIMITED BENEFIT. PLEASE READ CAREFULLY

This is an Insured Person's Insurance Portability Benefit Endorsement (hereafter referred to as "Endorsement"). **This Endorsement provides for an additional insurance benefit under the Group Accident Certificate of Insurance** (hereafter referred to as "Certificate").

This Endorsement, including the Certificate, constitutes the Entire Contract of insurance. No change in this Endorsement shall be valid until approved by one of Our executive officers. No agent has authority to change this Endorsement or waive any of its provisions.

Provisions under this Endorsement are subject to all definitions, terms and conditions, limitations and exclusions of the Entire Contract, unless otherwise stated herein. Please refer to the Certificate.

When Your insurance ends under the Certificate because You cease to be an Eligible Person, You may elect to continue the insurance You had (including Dependent insurance) if You have been continuously insured for at least 12 months, under the Group Policy or its Prior Plan, just before Your insurance ended, and You are under the age of [60]. Your insurance must end for a reason other than retirement [or gross misconduct] or You did not make Your required premium contribution. You must not be insured under any other group accident insurance [and You must not be Disabled].

To continue Your insurance under the Certificate with this Endorsement, You must apply in writing and pay the first premium to Us within 31 days after the date Your insurance terminated. If You do not purchase portable insurance for Yourself You cannot purchase it for any Dependent, if applicable. You will receive further information when You purchase this portable insurance. [Subsequent premium changes are based on Our underwriting guidelines.]

Your portable insurance is governed by the Group Policy and can be reduced or terminated. Insurance under this Endorsement will end the earlier of the date the Insured fails to pay any required premium, the Insured attains age [60], or the Group Policy terminates.

Executed by Madison National Life Insurance Company, Inc.

Larry R. Graber

President]

## MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

# AMENDATORY ENDORSEMENT GROUP ACCDIENT INSURANCE

#### LIMITED BENEFIT. PLEASE READ CAREFULLY

This is an Amendatory Endorsement (hereafter referred to as "Endorsement"). **This Endorsement amends and revises insurance language and provisions under the Group Accident Certificate of Insurance** (hereafter referred to as "Certificate") and apply in lieu of any Certificate provisions to the contrary.

This Endorsement, including the Certificate and any other attached papers, constitutes the Entire Contract of insurance. No change in this Endorsement shall be valid until approved by one of Our executive officers. No agent has authority to change this Endorsement or waive any of its provisions.

Provisions under this Endorsement are subject to all definitions, terms and conditions, limitations and exclusions of the Entire Contract, unless otherwise stated herein. Please refer to the Certificate.

Group Policynolder: [Group Name]		
Group number: [Number]		
Class(es) affected by this Endorsement: [Class	1]	
Endorsement effective date: [Date]		
[Contributory insurance - premium change fo	r this Endorsement: [None]	]
[Changes expire: [Not/Applicable]	]	

#### **Reason for this Amendatory Endorsement:**

[We added the following provision to section "Eligibility and Effective dates", subsection "Unpaid Leave of Absence":

<u>Military Leave.</u> No benefits are payable, and no premiums are due, while You are on active military leave. If You return to active employment with the Group within the timeframes provided in the Uniformed Services Employment and Reemployment Rights Act, Your insurance will be reinstated without a Waiting Period. ]

Executed by Madison National Life Insurance Company, Inc.

Lany A Draker

[Larry R. Graber President]

SERFF Tracking #: MADS-132250262 State Tracking #: GACC 0819 - F

State: District of Columbia Filing Company: Madison National Life Insurance Company, Inc.

TOI/Sub-TOI: H02G Group Health - Accident Only/H02G.000 Health - Accident Only

Product Name: GACC 0819

Project Name/Number: /

## **Supporting Document Schedules**

Satisfied - Item:	ERISA Disclosure
Comments:	This will be provided to Groups who mark "Yes" on the Group Application as subject to ERISA.
Attachment(s):	GACC ERISA DISC AO 1219.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Variability Explanations
Comments:	
Attachment(s):	DC-Variability GP, GApp, EF, AP 10319.pdf DC Variability Cert, ENDs 01.28.2020.pdf DC-Variability Cert-AE 091819.pdf
Item Status:	
Status Date:	
Satisfied - Item:	A disease in the contraction of
	Authorization Letter
Comments:	
Attachment(s):	Auth Letter for consultant 2020.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Guaranty Association Notice
Comments:	
Attachment(s):	DC GANotice 2014 rev 2018.pdf
Item Status:	
Status Date:	

# DISCLOSURE FOR GROUP POLICYHOLDERS SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), AS AMENDED

#### Madison National Life Insurance Company, Inc.

We, in performing Our obligations under the Group Accident Insurance Policy (hereinafter referred to as "Group Policy"), are acting only as an insurer with respect to the Group Policy and are not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (hereafter referred to as "ERISA"), as amended, or any other federal or state laws.

#### **Certificate of Insurance**

#### Section "Claims Provisions", subsection "Review Procedure" is amended to include:

We will provide: (i) information describing any voluntary appeal procedures; (ii) information concerning Your right to bring an action under ERISA sec. 502(a); and (iii) if an internal rule, guideline, protocol or other similar criterion is relied upon in making the adverse benefit determination, We will either provide a copy of the internal rule, guideline, protocol or other similar criterion, or provide information as to how You may obtain a copy of it free of charge upon request.

#### Section "General Provisions", subsection "Legal Actions" is amended to include:

ERISA: No legal action may be brought to recover on the Group Policy before We have issued a decision on Your appeal of an adverse decision and not more than 3 years from the time written Proof of Loss was required to be given.

## STATEMENT OF VARIABILITY

## **Group Policy – GACC-P-0819-DC**

Cover Page

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

These will only change if the address, telephone number and administrator information changes.

**GROUP POLICYHOLDER**: [Name of Group]

This will state the name of the Group Policyholder.

**GROUP NUMBER:** [Group number]

This will state the administrative number we assign (e.g. 6590002).

#### MINIMUM PARTICIPATION REQUIREMENT:

[10-100%] or [[1-100] lives] or [Not Applicable]

OR

[100% Non-Contributory - 100% of Eligible Persons with a minimum [2-49] Eligible Persons] or [Contributory/Non-Contributory, minimum [2-49] Eligible Persons] or [100% Contributory with [2-49], Eligible Persons: 4 enrolled lives] OR

[100% Contributory with [50+] Eligible Persons: 10 enrolled lives]

The language will read [50 or more].

**DATE OF ISSUE**: [Date]

This will state the date we issued the Group Insurance to the Group (e.g. June 1, 2020).

**RENEWAL DATE**: Renewals occur annually beginning [date]

This will state the Policy will be renewed the first of a month (January-December) e.g. March 1.

[Larry R. Graber Susan M. Caldwell

President Secretary]

These will only change if there are personnel changes for these positions.

Policy Premium

Grace Period, Termination for Nonpayment and Reinstatement

**Grace Period means** the [31-60] days following the Premium Due Date.

The standard Grace Period is 31 days, but 45 or 60 days is available to the Group.

## STATEMENT OF VARIABILITY

## **Group Application - GACC-A-0819-DC**

Cover Page

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

These will only change if the address, telephone number and administrator information changes.

Accident Benefit Selection Please check the Benefits being applied for:	
☐ Initial Care and Treatment	☐ Inpatient Hospital Care
☐ [Outpatient X-Ray]	☐ [First Day Hospital Admission]
☐ [Outpatient advanced Diagnostic Imaging]	☐ [Surgery with repair]
☐ [Outpatient Surgery]	☐ [Surgery without repair]
	☐ [Miscellaneous Hospital Services]

☐ [In-Hospital Doctor Visit]			
Both core benefits will be included. The sub-benefits are optional for the Group to elect.			
<b>Accident Benefit Selection</b>			
Please check the Benefits being applied for:			
☐ Initial Care and Treatment	☐ Inpatient Hospital Care		
☐ [Outpatient X-Ray]	☐ [First Day Hospital Admission]		
☐ [Outpatient advanced Diagnostic Imaging]	☐ [Surgery with repair]		
☐ [Outpatient Surgery]	☐ [Surgery without repair]		
	☐ [Miscellaneous Hospital Services]		
	☐ [In-Hospital Doctor Visit]		
Both core benefits will be included. The sub benefits are optional for the Group to elect.			
☐ [Follow Up Care and Treatment	☐ [Injuries		
☐ [Outpatient Physician Office and Urgent Care]	☐ [Paralysis of four limbs]		
☐ [Chiropractic Treatment]	☐ [Paralysis of two limbs]		
☐ [Home Health Care]	☐ [Paralysis of one side of body]]		
☐ [Telemedicine consultation]			
☐ [Pain Management]			
☐ [Prosthesis device or artificial limb (one or multiple)]]			
□ [Burns]	☐ [Fractures (complete break of a bone)]		
☐ [Organized Sports] (Dependent Child only)	☐ [ <b>Dislocations</b> (bone separation at the joint)]		
☐ [Accidental Death via Common Carrier	☐ [Accidental Death Benefit]		
(public transportation)]			
☐ [Gunshot Wound	☐ [Accidental Dismemberment Loss]		
(non-self-inflicted and non-fatal wounds)]			
☐ [Health Screening (Wellness)]	☐ [Special Treatment Travel (more than 50 miles away)		
	Lodging and Private Transportation]		
☐ [Accident Fixed Indemnity Disability	☐ [Residence and Vehicle Modification]		
(non-occupational, Insured only)]			
☐ [First Day Fixed Indemnity Accident Benefits			
(per day)]			
All of these handits and sub-handits are variable for alectic	1 1 6		

All of these benefits and sub-benefits are variable for election by the Group.

## STATEMENT OF VARIABILITY

## **Enrollment Form - GACC-E-0819-DC**

#### Page 1

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601]

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## STATEMENT OF VARIABILITY

## Portability Application - GACC-AP-0819-DC

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## STATEMENT OF VARIABILITY

## Certificate - GACC-C-0819-DC

### **Cover Page**

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[Larry R. Graber Susan M. Caldwell

President Secretary]

These will only change if there are personnel changes for these positions.

#### **Table of Contents**

The page numbers are bracketed in case the page numbers shift due to the below variable benefit/language options. Optional benefits are bracketed and will only be included in this section if the benefit is offered by the Group or applicable to the Group.

## ("Schedule Page")

#### **Administrative**

Group Policyholder: [Group Name]

This will state the name of the Group Policyholder.

Group number: [Number]

This will state the administrative number we assign (e.g. 6590002).

Group Effective Date: [Date] [Revised Effective Date: [Date]]

This will state the date we issued [and revised, if applicable,] the Group Insurance (e.g. December 1, 2019).

[Subsidiaries: [Name(s)]]

This will be included or not included depending on the type of Group.

This will state the name(s) of the Group's subsidiary(ies) eligible under the Group, if applicable.

Insurance type: [Insurance is in effect 24 hours a day, 7 days a week] or [Non-Occupational, no Benefits are payable for Accidents occurring while an Insured Person is working at his or her occupation for wage or profit.]

Eligible Class(es): [Class 1]

As determined by the type of Group and Group offerings. For example: (i) all eligible full time, active members, (ii) separate classes by job title, (iii) separate classes by number of hours worked, or (iv) independent contractors or consultants.

[Minimum Hourly Work Requirement: [[40] hours per week] or [[10-80] hours per month] or [[600-2,100] hours per year.]]

The hours are determined by the Group.

If the insurance is not based on work requirements, it will be deleted.

Waiting Period for insurance: [[30 or 60 or 90 days] or [1 or 2 or 3 months] or [Not Applicable]

Annual enrollment period: Limited to [one or two] annual enrollment period[s] in a 12-month period.

Special enrollment period: [Included] or [Not Applicable]

Dependent: [Spouse insurance to age 80] or [Not Applicable] [and Child insurance to age 26] or [Not Applicable]

If Dependent insurance is elected, the Spouse and Child ages will be shown.

If Dependent insurance is not elected, "Not Applicable" will be shown.

#### **Premium Contribution**

Insured: [0-100]% or [Not Applicable]

Group Policyholder [0-100]% or [Not Applicable]

OR

Insured: [0-100]% or [Not Applicable] Dependents: [0-100]% or [Not Applicable]

Group Policyholder: [0-100]% or [Not Applicable]

Insured/Dependents: [0-100]% or [Not Applicable] Group Policyholder: [0-100]% or [Not Applicable]

Contribution as determined by the Group.

The term "Dependents" may be used or it could be replaced by "Spouse" and/or "Child" depending on the election made.

#### **Benefit Payments**

Insured: [50 or 75 or 100]%

The primary benefit for Insureds is 100%, but other percentage options are available for future use.

Spouse: [25%, 50%, 75% or 100%] or [Not Applicable] Child: [25%, 50%, 75% or 100%] or [Not Applicable]

The Group Policyholder will choose whether the benefit for each is 25%, 50%, 75% or 100% of the Insured's Amount.)

The Benefit may then be shown herein as a dollar amount or a percentage. If Spouse or Child insurance is not chosen, it will say "Not Applicable".

Benefit Waiting Period

[[30 or 60 or 90 days] or [1 or 2 or 3 months] from the Insured Person's effective date] or [Not Applicable]

Maximum Benefit Period: [365 days] or [12 months]

[Number of Accidents during each Group Policy year: [1-5] [Unlimited]]

This will be included or not included.

If included, the limit will be a number between 1-5 or "Unlimited".

#### Benefit are payable per Accident, unless otherwise shown

#### **Accident Benefits and Details**

[Initial Care and Treatment (must be received within [24-120] hours after the Accident)

Transfusion of blood, plasma and platelets \$[75-300] per day, limited to [1-2] day[s]

Ambulance (ground) \$[100-500] [within [24-72] hours after the Accident] < included or not included

Ambulance (air) \$[250-2,500] [within [24-36] hours after the Accident] < included or not included

[If both air and ground transportation take place on the same day, only the Benefit with the higher Benefit amount is payable.] < included or not included

Initial Outpatient Physician Office or Urgent Care \$[20-500] per visit, limited to [1-3] visits

Emergency Room \$[50-500] per visit[, limited to [1-5] per year]

• [(Treatment must be received within [24-72] hours of the Accident.)] < included or not included

Medical appliances \$[50-500] [(must be purchased within [30-90] days of the Accident)] < included or not included

Therapy Services (physical, speech and occupational) \$[15-45] per visit, limited to [1-15] visits

[Outpatient X-Ray \$[25-100]]] < optional benefit

[Outpatient advanced Diagnostic Imaging \$[150-500]] < optional benefit

[Outpatient Surgery \$[100-800]] < optional benefit

#### [Inpatient Hospital Care

Hospital Stay - maximum Benefit \$[150-2,500] per day, limited to [30, 60, 90, 180, 365] days

• (stay must begin within [90-180] days of the Accident).

Intensive Care Unit (ICU) Stay \$[300-5,000] per day, limited to [30, 60, 90, 180, 365] days

• (stay must begin within [10-180] days of the Accident.)

Rehabilitation - \$[50-300] per day, limited to [5-30] days

[First Day Hospital Admission \$[100-5,000] per First Day, [limited to [1-3] per 12-month period] < included or not included] < optional benefit</pre>

Miscellaneous Hospital-Services \$[50-250]]

[In-Hospital Doctor Visit \$[25-150] per visit, limit [1-3] visits] < optional benefit

#### [Follow Up Care and Treatment: | optional benefits

[Outpatient Physician Office and Urgent Care \$[25-100] per visit, limited to [1-7] days]

[Chiropractic Treatment \$[15-45] per visit, limited to [1-15] visits]

[Home Health Care \$[15-45] per visit, limited to [1-15] visits]

[Telemedicine consultation \$[10-100] per encounter, limited to [1-3] encounter(s)]

[Pain Management (epidural anesthesia) \$[50-200]

[Prosthesis or artificial limb (one or multiple) \$[250 or 500] minimum \$[750 or 2,500] maximum per day]

(device must be received within [90-365] days following the Accident).

#### [Lacerations

If multiple Lacerations are suffered in one Accident, then the largest single Laceration Benefit will be paid. Treatment must be received within [12-72] hours following the Accident.]

Over 6 inches \$[200-750]

2 to 6 inches \$[50-250]

Under 2 inches \$[25-100]

Lacerations not requiring stitches \$[25-75]]

Concussions (once per a12-month period) \$[50-500] [(must be Diagnosed within [24-96] hours following the Accident.)]

↑ included or not

Coma \$[2,500-20,000]

Emergency Dental Work - repair with crown \$[50-500], extraction \$[25-300]

• [Emergency treatment must be received within [24-72] hours following the Accident.] < included or not [Paralysis of four limbs (quadriplegia) \$[5,000-20,000]] < optional benefit

[Paralysis of two limbs (paraplegia) \$[2,500-10,000]] < optional benefit

[Paralysis of one side of body (hemiplegia) \$[2,500-10,000]] < optional benefit

#### [Injuries Requiring Surgery

Eye Injuries - requiring surgical repair \$[75-750]; removal of foreign body \$[20-350]

If surgery and the removal of a foreign object is required on the same day for the same Injury, only the higher Benefit amount is paid.] < included or not

Surgery (with repair):

Hernia - \$[100-3,000]

[(must be Diagnosed within [90-365] days of the Accident and repaired through surgery within [30-180] days following the Accident.)] < included or not

Ruptured/Herniated disc \$[100-1,000]

Cranial, Abdominal and Thoracic (chest) - \$[250-2,500]]

Tendons, Ligaments, Rotator Cuff, and Knee Cartilage – single \$[200-2,000]; multiple \$[400-3,500]

Joint Replacement - \$[3,000-5,000]

Exploratory/Arthroscopic (without repair) \$[100-1,000] [(must occur within [180] days of the Accident)]]

↑ included or not

[Burns [(Treatment must be received from a Physician within [24-72] hours following the Accident.)] < included or not

Second Degree - Less than 10%: \$[50-300]; at least 10%, but less than 35%: \$[100-750]; 35% or more: \$[200-1,500] Third Degree - Less than 10%: \$[300-2,500]; at least 10%, but less than 35%: \$[500-5,000]; 35% or more \$[2,500-18,000]]

#### [Fractures (complete break of a bone)

... If an Insured Person sustains a Fracture of more than one bone, We will pay for each Fracture, but no more than [2-4] times the applicable Fracture Benefit for the bone involved with the highest Benefit amount.

Skull depressed (dented) \$[3,500-10,000]

Skull simple (cracked) \$[1,500-5,000]

Facial bones (except teeth) \$[350-2,500]

Lower jaw \$[350-2,500]

Upper arm or upper jaw \$[350-2,500]

Forearm, hand or wrist (except fingers) \$[350-2,500]

Finger \$[50-250]

Shoulder blade or collar bone \$[350-2,500]

Rib (one or more) \$[250-1,000]

Vertebrae \$[700-5,000]

Vertebral processes \$[350-2,500]

Hip or Thigh \$[2,500-7,500]

Pelvis (except the tailbone) \$[700-5,000]

Coccyx (the tailbone) \$[250-750]

Leg \$[700-5,000]

Foot, ankle, or knee cap \$[350-2,500]

Toe \$[50-250]]

#### [Dislocations (bone separation at the joint)

If an Insured Person sustains more than one Dislocation, We will pay for each Dislocation, but no more than [2-4] times the applicable Dislocation Benefit for the joint with the highest Benefit amount.

Lower jaw \$[250-1,000]

Collar bone (treated near the shoulder) \$[100-750]

Collar bone (treated near the center of chest) \$[500-2,500]

Shoulder \$[250-1,000]

Elbow \$[250-1,000]

Wrist \$[250-1,000]

Hand \$[250-1,000]

Finger or toe \$[100-500]

Hip \$[1,000-8,000]

Knee (not the knee cap) \$[750-3,000]

Foot or ankle \$[500-2,500]]

[Organized Sports (a Benefit for Dependent Child only) - \$[150-2,500] one-time fixed indemnity Benefit per Accident]

#### [Accidental Death - [(within [1-180] days of the Accident.)]]

The above variable language means it will or will not be included. If it is included, it is between 1-180 days.

Insured \$[12,500-125,000]

[Spouse \$[12,500-125,000]]

[Child(ren) \$[12,500-125,000]]

Spouse and/or Child will only show if their benefit is elected.

[Accidental Death - Common Carrier (public transportation) - [(death must occur within [1-180] days of the Accident.]] Insured[, Spouse and Child] = [2 or 3] times the Accidental Death Benefit]

Spouse and/or Child will only show if their benefit is elected.

[Accidental Dismemberment Loss - [The Loss must occur within [1-90] days of the Accident.]

One hand, foot or entire sight in one eye - \$[1,000-10,000] (each Loss)

One hand and foot, one hand and entire sight in one eye, one foot and entire sight in one eye, both hands, both feet or entire sight in both eyes - \$[2,500-20,000]]

[Gunshot Wound \$[500, 1,000 or 2,000] (Treatment must be received within [24-72] hours following the Accident.)]

#### [Special Treatment Travel

Lodging (more than 50 miles away from the Insured Person's residence) \$[25-250] per night, up to [1-30] night[s] Private Transportation (more than 50 miles away from the Insured Person's residence) \$[25-500] per trip, up to [1-30] trip[s]]

[Health Screening (Wellness) There is no waiting period for health screenings \$[25-100] per day; limited to [1-10] day[s] per 12-month period]

[First Day Fixed Indemnity Accident [\$100-\$2,500] per day, up to [1-5] days]

[Residence and Vehicle Modification \$[250-2,500]

• (a written receipt for the alteration must be provided within [30-180] days after the Accident.)]

[Accident Fixed Indemnity Disability (non-occupational, Insured only, to age 65)

\$[100-1,000] per week. Benefits begin on the [8th or 15th] day after the accidental disability and end after [13, 26 or 52 weeks]

There are no offsets or coordination with other sources of income.

The benefit amount is as stated.

#### **Definitions**

The definitions in "text boxes" will either print or not in the Certificate. If the optional benefit with this condition, tool or treatment type is not elected by the Group, this definition will be deleted from this section.

Additional variability, if applicable, is described with the specific definition.

**Accident Disability** means as a result of Your Accident You are unable to perform, with reasonable continuity, a majority of the material duties of any occupation for which You are qualified by education, training and experience, and You are under the regular care and attendance of a Physician.

Accidental Death means death caused by an Accident.

Accidental Death Common Carrier (public transportation) means death by the following: traditional taxies, transportation network companies (referred to as "rideshare companies"); passenger trains, bus lines (inner city or between cities) and commercial airlines.

Active Work and Actively at Work mean performing all the material duties of Your own occupation [at the Group's usual place of business,] and satisfying the Minimum Hourly Work Requirement. Actively at Work includes regularly scheduled days off, holidays, or vacation days [or days when You're using accumulated banked hours through the union], so long as You are capable of sustained Active Work on those days. The two variable sentences will be included depending on the Group type.

Ambulance means a vehicle equipped for transporting the injured or sick to or from a Hospital or between medical

facilities for treatment of an Injury.

**Chiropractic treatment** means the diagnosis and treatment of neuromuscular disorders, with an emphasis on treatment through manual adjustment and/or manipulation of the spine.

**Collar bone** means a shoulder bone linking the scapula and sternum.

**Coma** means a profound state of unconsciousness from which an Insured Person cannot be aroused to consciousness, even by external stimulation, lasting for a continuous period of at least [4-30] consecutive days.

A number of days between 4 and 30 can be used.

**Concussion** means a brain Injury resulting in temporary loss of normal brain function.

**Diagnostic Imaging** means a variety of machines and techniques that create pictures of the structures and activities inside the body. The type of imaging used depends on symptoms and the part of the body being examined. They include computerized tomography scan (CT scan), <u>nuclear medicine scans</u> (radioactive substances used to see structures and functions inside the body), magnetic resonance imaging (MRI) scan and diagnostic medical sonography (ultrasound).

**Dislocation** means a completely separated joint.

**Emergency Dental Work** means the repair or extraction of a tooth that is due to an Accident. No Benefit is payable for an Injury caused by biting or chewing.

**Emergency Room** means a Hospital room or area staffed and equipped for the reception and treatment of persons requiring emergency medical care.

**Eye Injuries** mean an Injury that requires surgery or the removal of a foreign object by a Physician. An exam with anesthesia is not surgery.

Follow-up Care and Treatment means treatment received due to an Accident.

**Fracture** means a break, rupture or crack in a bone Diagnosed by an X-ray.

Gunshot wound means a non-self-inflicted, non-fatal gunshot wound by a conventional firearm.

**Health Screenings** means annual physicals; blood tests; X-rays; Diagnostic Imaging; electrocardiogram or echocardiogram; bone marrow screening; human papillomavirus vaccine; bone mass density measurement; skin cancer screening; thermography; ultrasounds; prostate-specific antigen test; pap smears; cytological screening; breast ultrasound; digital rectal exams; flexible sigmoidoscopy; stool analysis; colonoscopy; cancer antigen tests; child and adult immunizations; and hearing and vision screening services.

**Hernia** means tissue, or an internal organ or other body part, protrudes through a weak spot in the wall of muscle or tissue that surrounds it.

**Herniated disc** (a bulged, slipped or ruptured disc) means a fragment of the disc nucleus (a jelly-like material which is the inner core of the disc) that is pushed out of the annulus (a tough circular exterior of the disc that surrounds the nucleus), into the spinal canal through a tear or rupture in the annulus.

**Home Health Care** means clinical medical care provided by a registered nurse, occupational therapist, physical therapist or other skilled medical professionals, and is often prescribed as part of a care plan following a hospitalization.

Hospital means a legally constituted institution (or an institution which operates pursuant to law), having organized

facilities for the care and treatment of sick and injured persons on a resident or inpatient basis, including facilities for Diagnosis and surgery under the supervision of a staff of one or more licensed physicians, and provides twenty-four (24)-hour nursing service by registered nurses on duty or call. It does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, drug addiction or alcoholism, even though the facilities are operated as a separate institution by a hospital.

Hospital Stay means a stay in a non-ICU room of a Hospital as a result of an Accident.

**Intensive Care Unit (ICU)** means a designated area of a Hospital dedicated to the care of persons who are critically ill or injured and is separate from the surgical recovery room.

**Laceration** means a deep cut or tear in the skin or flesh.

**Ligament** means a fibrous connective tissue which attaches bone to bone, and usually serves to hold structures together and keep them stable.

**Medical appliance** (prescribed by a Physician) means (including, but not limited to) a cane, ankle brace, walking boot, walker, crutches, leg brace, wheelchair, knee scooter, body jacket, back brace, or cervical collar.

**Minimum Hourly Work Requirement** means the work hours over a given time period required of You by the Group in order to be eligible for insurance. Your Minimum Hourly Work Requirement is shown in the "Schedule Page".

This will be included for Groups with an active at work requirement.

**Miscellaneous Hospital Services** means medical supplies and services received to treat an Injury when Hospital confined.

**Organized Sports** means any regularly scheduled, non-professional athletic event associated with school and non-school programs that are governed by an organization and require formal registration to participate. This includes (1) an exhibition game; (2) club, intramural and intercollegiate sports; (3) competitions; (4) team practice, training and workout session; try-out; and (5) any supervised or sponsored sports activity. This does not include: (1) playing, coaching, or officiating for pay; (2) personal, non-team related practice, training, workout sessions; (3) unstructured play such as pick-up games or spontaneous play; (4) activity that is outside of the Child's membership role; (5) activities a Child is paid to play; and (5) travel to and from the organized sporting activity.

**Paralysis** means the (i) complete or partial loss of function that is expected to be permanent, especially when involving the motion or sensation in a part of the body' (ii) loss of the ability to move; or (iii) a state of powerlessness or incapacity to act.

**Prosthesis** means an artificial device to replace or augment a missing or impaired part of the body. This excludes hearing aids, dental aids or false teeth, eyeglasses or cosmetic prostheses, such as wigs.

**Rehabilitation** (inpatient Hospital) means free-standing rehabilitation Hospitals and Rehabilitation units in acute care Hospitals. They provide an intensive Rehabilitation program and persons who are admitted must be able to tolerate intense Rehabilitation services.

**Residence and Vehicle Modification** means the outfitting an Insured Person's residence or vehicle as follows:

#### Residence:

- permanent or portable outdoor wheelchair ramps
- adding or changing a sidewalk or driveway for wheelchair access

- motorized platform and staircase lifts
- reinforced ceilings for lifting equipment
- recessed/flushed baseboards
- roll-in, level access/wet area shower
- alterations to create an open floor plan or to widen the doorway(s) of the home
- lowering the existing counters, sinks, and electrical switches
- purchase and installation of lifting equipment
- purchase and installation of in-home light and vibration alerting systems for the deaf and blind

#### Vehicle:

- electronic control consoles
- power door operators
- raised roof and door openings
- power transfer seat bases
- modifications to the steering and braking systems
- floor modifications for driving from a wheelchair
- a mounted wheelchair or scooter loader or lift
- adaptive control devices to help control the accelerator, foot brake, turn signals, dimmer switch, steering wheel, and/or parking brake
- purchase of a motor vehicle with adaptive equipment.

Also see sections "Accident Benefit Payments" and "Exclusions" for move provisions.

**Rotator cuff** means a group of muscles and tendons surrounding the shoulder joint, keeping the head of the upper arm bone firmly within the shallow shoulder socket.

**Second Degree Burn** means the epidermis (outer layer of skin) has been burned through and part of the dermal (second layer of skin) has been burned by heat, electricity, radiation, friction or chemicals. For the purpose of this Certificate, Second Degree Burns do not include burns that result from the skins exposure to the sun.

**Special Treatment Travel** means travel prescribed by a Physician and required for treatment sustained as a result of the Accident.

**Surgery** means when a Physician cuts into the skin or other organ to: (1) implant mechanical or electronic devices; (2) make a Diagnosis; (3) redirect channels; (4) remove an obstruction, diseased tissue, or diseased organ(s); (5) repair an area that has been injured or affected by trauma, overuse, or disease; (6) repair an area to restore proper function; (7) reposition structures to their normal position; or (7) transplant tissue or whole organs.

**Surgery without repair** means arthroscopic or exploratory surgery without repair or if cartilage is torn or shaved (debridement).

**Telemedicine** means the remote Diagnosis and treatment of persons by means of telecommunications technology.

Tendon means a fibrous connective tissue which attaches muscle to bones and other structures (e.g. eyeball).

**Therapy Services** means speech, occupational or physical therapy required as a result of an Accident, that is prescribed and rendered by a Physician or a speech, occupational or physical therapist, and performed in an office setting or in a Hospital on an inpatient or outpatient basis.

**Third Degree Burn** means an area of tissue damage which there is destruction of the entire epidermis (outer layer of skin) and the dermal (second layer of skin) that is caused by heat, electricity, radiation or chemicals.

**Urgent Care** means a facility licensed as a freestanding medical facility by applicable state and federal laws to treat an urgent condition.

**X-ray** means a radiographic image formed using x-radiation to produce an image.

**Vertebral** (**spinous**) **processes** means bones that make up the spine are called vertebrae. Each vertebra has a bony section that points out toward the back called the spinal process. A spinous process fracture is a break in one or more of these sections.

The following definitions will always print. The variability within each definition is described below:

**Eligible Dependent Child** (Children) means Your unmarried "Child" until the age shown in the "Schedule Page". "Child" includes [grandchild,] stepchild, ...

Grandchild is offered to match a Prior Plan.

**Eligible Person** means an individual in an Eligible Class (as shown in the "Schedule Page")[, who is Actively at Work[, and who is reported on the Group's records for Social Security and tax withholding purposes]]. If the Group's insurance is not based on work requirements, the bracketed areas will be deleted.

Waiting Period for insurance means the time period (as shown in the "Schedule Page") You must be an Eligible Person [(and Actively at Work)] before insurance is effective, unless You were insured under the Prior Plan.

If the insurance is not based on work requirements, the variable will be deleted.

## **Eligibility and Effective Dates**

#### **Eligibility for Insurance**

Eligible Person

Your eligibility date is the [date of hire] or [first day following Your Waiting Period for insurance] or [first day of the month following Your Waiting Period for insurance].

As determined by the Group.

To be eligible, You must satisfy the following requirements:

[be Actively at Work and capable of sustained Active Work on the effective date of Your insurance [and the effective date of any subsequent Increase in Insurance]].

If a Group does not have a Active Work requirement, this provision will be deleted.

For Groups that don't provide for increases in insurance, the bracketed language will be deleted.

[You cannot be inpatient confined in a hospital or similar facility and must be able to perform routine activities of daily living. This means You must perform the following acts without direct assistance or continuous help or oversight from someone else: (i) wash or bathe Yourself in the tub or shower, or by sponge bath from a basin; (ii) dress or change clothes, including fastening and unfastening any Medically Necessary braces or artificial limbs; (iii) eat or feed Yourself once food has been prepared and made available; (iv) transfer Yourself or move in and out of a chair or bed except with the aid of equipment (including support and other mechanical devices); and (v) get to and from, and on and off, the toilet to maintain a reasonable level of personal hygiene and to adjust clothing.)]

If a Group does not have a Active Work requirement, this provision will be used.

[You cannot be a [part-time,] [temporary,] [seasonal] or [leased] worker; or a full-time member of the armed forces of any country.]

This will be deleted in whole or included with one or more of the types of workers.

[You cannot be insured under more than one group accident policy.]

This will be included or not included, depending on the Group.

#### Eligible Dependent

[cannot be insured under more than one group accident policy.]

This will be included or not included, depending on the Group.

#### **Effective Dates**

#### **Initial Enrollment**

Insurance is effective, if You apply prior to or within 31 days of, the [date You become an Insured Person] or [first day following Your Waiting Period] or [first day of the month following Your Waiting Period].

This sentence can read one of these three ways.

#### Increases in Insurance

An increase in insurance can only occur during a Special enrollment period [or Annual enrollment period]. An increase in insurance is effective on the [first day of the month immediately following the month You are eligible for such insurance, except if You are eligible on the first day of a month, insurance is effective on that day] or [date You are eligible for insurance].

The first sentence may include Annual enrollment period.

The other brackets mean this can read either way.

#### **Leaves of Absence**

[Paid Leave of Absence[, including sabbaticals].]

This section will be included if the Group offers this benefit.

If a Group wants to include sabbaticals in their Paid Leaves of Absence benefit, "including sabbaticals" will appear.

#### Noncontributory and Contributory insurance:

... Unless You return to active, eligible status on or before the date the Paid Leave is scheduled to end, insurance extended during a Paid Leave will terminate on the earlier of the date the Paid Leave is scheduled to end, [[1-36 months or 1-365 days] from the date the Paid Leave began] or [the month following the month the Paid Leave began] or the date You fail to pay premium as required. ... One of these will be included.

#### [Unpaid Leave of Absence[, including sabbaticals].]

This section will be included if the Group offers this benefit.

If a Group wants to include sabbaticals in their Paid Leaves of Absence benefit, "including sabbaticals" will appear.

#### Noncontributory insurance will continue if:

(1) [We receive advance written notice of an Unpaid Leave approved by the Group with the beginning and ending dates of the Unpaid Leave] or [the Unpaid Leave is approved in advance by the Group and includes documentation of the beginning and ending Unpaid Leave dates (documentation must be available at Our request);]

This will read one of two ways.

#### Noncontributory and Contributory insurance:

Unless You return to active, eligible status on or before the date the Unpaid Leave is scheduled to end, insurance extended during an Unpaid Leave will terminate on the earlier of the date the Unpaid Leave is scheduled to end, [[1-36 months or 1-365 days] from the date the Unpaid Leave began] or [the month following the month the Unpaid Leave began], or the date You fail to pay premium as required. ...

The last part of the sentence can read one of two ways.

[Labor Dispute. Contributory or Noncontributory insurance: If You are on a [Paid or Unpaid] Leave of Absence due to a labor dispute, insurance will continue through the end of the [6]-month period following the date You last worked prior to the labor dispute, if premium is paid for You during this period.]

This provision will only be included if requested by a Group to match a Prior Plan.

"Leave of Absence" can also read "Paid Leave of Absence", "Unpaid Leave of Absence" or "Paid or "Unpaid" Leave of Absence".

The number of months is 1-12.

[Layoffs. Contributory or Noncontributory insurance: If You are on a Leave of Absence due to a layoff, insurance continues [through the end of the month You last worked prior to the layoff if] or [through the end of the month when the layoff began] or [for up to [1-365 days or 1-12 months or 1 year] following the date You last worked prior to the layoff] or [through end of the next month following when the layoff began] if Your premium is paid for that period. ] This can read one of three ways.

This section will be included if the Group offers this benefit.

[Military Leave. No Benefits are payable, and no premiums are due, while You are on active military leave. If You return to active employment with the Group within the timeframes provided in the Uniformed Services Employment and Reemployment Rights Act, Your insurance will be reinstated without a Waiting Period for insurance.]

This paragraph is bracketed to be either included or not included.

[If You cease to be an Eligible Person and insurance ends [except due to layoff], and then You again become an Eligible Person in all respects within [1-6] months, the Waiting Period will be waived [on the first day of Your return to Active Work] or [provided You satisfied any remaining Waiting Period for insurance prior to Your insurance ending] or [on the first day of Your return to Active Work]. [Your previous time worked will apply toward any remaining Waiting Period for insurance if not satisfied prior to Your layoff.]]

This paragraph is bracketed to be either included or not included. It will be used if a Group needs this language to match their Prior Plan.

The following language may or may not be included, depending on the Group: "[except due to layoff]" and/or "[Your previous time worked will apply toward any remaining Waiting Period for insurance if not satisfied prior to Your layoff]".

## **Accident Benefit Payments**

Emergency medical care must be obtained or incurred within 72 hours of the Accident. Non-emergency medical care must be obtained within [90] days after the Accident...

This will read days between 3 and 90.

[Residence and Vehicle Modification: The following conditions must be met: (1) a Physician must prescribe that the Insured Person have the primary home or vehicle altered to maintain an independent lifestyle. (2) the installation is done by a licensed contractor who is not the Insured Person's immediate family member.]

This will only be included if this optional benefit is elected.

#### **Exclusions**

#### These exclusions will either be included or not included.

No Benefits are available for non-medically documented or non-verifiable Injuries or Accidents. In addition, no Benefits are payable if the Accident is caused by or contributed to:

[flying in an ultralight, hang or sail gliding, parachuting or bungi-cord jumping, or by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere.]

[operating, riding in or descending from any aircraft, except as a fare-paying passenger on a commercial aircraft.]

[driving or riding in a motor-driven vehicle in a race, stunt show, speed test or while testing any vehicle on any race course or speedway.]

[ballooning, boarding (self-balancing or hovering), mountaineering (using ropes and/or equipment), parasailing and skydiving.]

[handling or using an illegal weapon.]

[participating in any organized interscholastic or collegiate sport.]

[participating in any organized professional or semi-professional sport.]

[participating in any sporting event for pay or prize money.]

[participating in a rodeo.]

[medical treatment, services and supplies received outside the United States, unless incurred while an Insured Person is on a trip of not more than 90 days.]

#### [Accident related treatment, services and supplies: No Benefit is payable for any treatment, service or supply that:

- is experimental in nature,
- is not medically documented,
- is received from the Group Policyholder, or a person who does not meet the definition of "Physician",
- is not recommended by a Physician, or
- where no charge is made or where the Insured Person is not billed or is not required to pay.]

[any employment for wage or profit or for which Workers' Compensation benefits are payable.]

This will be included for off-the-job/non-occupational insurance.

#### [Residence and Vehicle Modification: No Benefit is payable for the purchase or installation of:

- mobility handles and chairs, transfer chairs and benches, except for lifting equipment
- repair, maintenance, and replacement parts for the home or vehicle device
- alterations to any work vehicle
- alterations to any boat or motorcycle
- home security system
- non-slip surfaces
- portable chairs
- routine home maintenance
- spa, hot tub, or Jacuzzi
- seat-back cushions
- transfer toilets or toilet seat extenders
- Grab bars/rails]

This will only be included if this optional benefit is elected.

#### When Insurance Ends

#### Reinstatement of Insurance

If Your insurance ends because You fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) Leave of Absence, and then You return [to Active Work] and enroll ...

If the Group does not have an active work requirement, this language will be deleted.

## **EXPLANATION OF VARIABILITY**

## Waiver of Premium Endorsement – GACC-END-WOP-0819

#### [Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601]

This will only change if the PO Box address or telephone number changes.

or

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

These will only change if the address, telephone number and administrator information changes.

#### **Definitions**

Waiver Elimination Period means the [1-9] month period of time beginning on the date You become Disabled. The standard Elimination Period is 6 months, but the variability allows for a number of months between 1 and 9.

#### **Conditions**

[The Active Work requirement is waived during the time You are receiving this Benefit.] This will be removed if there is no such requirement for the Group.

Under this Endorsement, Your Accident Insurance will continue without payment of premium if You continue to be insured and these conditions are met:

1. [You become Disabled prior to age [60 or 62 or 65 or 69]]; This sentence may or may not be included.

3. You provide Us with <u>written Proof</u> of Your Disability, as described in the Certificate's "Claims Provisions" section, [after the end of Your Waiver Elimination Period] or [the later of 30 days after the end of Your Waiver Elimination Period or an approved leave of absence not to exceed 12 months] or [during Your Waiver Elimination Period]; This will read either of these three ways.

#### **Premiums, Insurance Amount**

2. The amount of Accident Insurance continued under this Benefit is the amount in effect on the day before You became Disabled[, if You were Actively at Work].

This will be removed if there is no such requirement for the Group.

#### When Benefits End

This Benefit ends on the earliest of the following:

4. the date You've resided outside of the United States of America or one of its territories or Canada during any [1-6] consecutive months while premium was waived;

Between 1 and 6 months.

6. [The premium due date immediately prior to Your [65-80<sup>th</sup>] birthday.]

This provision will be included or not included.

The age will read between 65-85.

[Larry R. Graber

President]

These will only change if there are personnel changes for this position.

## **EXPLANATION OF VARIABILITY**

## **Insurance Portability Endorsement – GACC-END-PORT-0819**

#### [Mailing: PO Box 5008, Madison, WI 53705 • Phone: 1-800-356-9601]

This will only change if the PO Box address or telephone number changes.

or

Home Office: [1241 John Q. Hammons Drive, Madison, WI 53717 • Phone: 1-800-356-9601]

[Administered By: North American Benefits Company • 20 Valley Stream Parkway, Suite 310, Malvern, PA 19355]

These will only change if the address, telephone number and administrator information changes.

When Your insurance ends under the Certificate because You cease to be an Eligible Person, You may elect to continue the insurance You had (including Dependent insurance) if You have been continuously insured for 12 months, under the Group Policy or its Prior Plan, just before Your insurance ended, and You are under the age of [60-80]. Your insurance must end for a reason other than retirement [or gross misconduct] or You did not make Your required premium contribution. You must not be insured under any other group accident insurance [and You must not be Disabled].

The first set of number will read an age on or between 60-80.

The gross misconduct language and disabled language may be or not be included, depending on the Group.

... [Subsequent premium changes are based on Our underwriting guidelines.] This will be included if applicable.

Insurance under this Endorsement will end the earlier of the date the Insured fails to pay any required premium, the Insured attains age [60-80], or the Group Policy terminates.

The age will read between 60-80.

[Larry R. Graber President]

These will only change if there are personnel changes for this position.

## EXPLANATION OF VARIABILITY EXAMPLES **Amendatory Endorsement – GACC-AE-C-0819-DC**

#### DESCRIPTION OF VARIABILITY.

- Endorsement to accommodate all the certificate changes required to reflect the underwriting needs of an insurance company. To support the use of such form, the submission shall include a Statement of Variability providing information sufficient to identify the potential certificate changes that may be made.
- Discuss the conditions under which each variable item may change.
- If the group certificate change is required by state or federal law or is requested by the policyholder or the insurance company in exercising rights under the group policy, and such change eliminates or reduces benefits or rights under the certificate, the form shall not require the signature of the Covered Person.

And if Underwriting needs to include matching benefits or provisions from the prior carrier or as a result of union contracts.

#### **Group Policyholder:** [Group Name]

This will state the name of the Group Policyholder.

**Group No.** [Number]

This will state the administrative number we assign (e.g. 6590002).

#### **Class(es) affected by this Endorsement:** [Class 1, Class 2, Class 3 or Not Applicable]

As determined by the type of Group and Group offerings. For example: (i) all eligible full time, active employees, (ii) separate classes by job title, (iii) separate classes by number of hours worked, or (iv) independent contractors or consultants.

#### **Endorsement effective date:** [Date]

This will state the date we the Endorsement is effective.

#### [Contributory insurance - premium change for this Endorsement: [None] ]

This will only be included if a premium change occurs

[Changes expire: [Not/Applicable] ]

This will only be included if the change expires.

#### **Reason for this Amendatory Endorsement:**

VARIABILITY EXAMPLES

#### Certificate

Examples from past issued group life forms:

#### Section "Schedule Page"

**Example:** After we issue the Group for an Eligible Class of "all full-time employees", the Group later determines, due to labor contract negotiations, to separate classes to "Managers" and "all other full-time employees. This Endorsement would affect that change.

#### Section "Eligibility and Effective dates"

**Example:** We filed Effective Date/Initial Enrollment for "contributory insurance subject to Evidence of Insurability" as effective on the (1) "[date We approve Your Evidence of Insurability]" (2) "[first day of the month immediately following the month Your Evidence of Insurability is approved by Us, except if the approval occurs on the first day of a month, insurance is effective on that day]" and (3) "[first day of the month following the next Group billing cycle]". We have

since learned that we needed to add (4) "[first day of the month following Your Waiting Period]" to match a prior carrier's effective date provision.

**Example:** We filed Leaves of Absences to include "Paid Leave of Absence", "Unpaid Leave of Absence", "Labor Dispute", and "Layoffs". We have since learned we also need a "[Military Leave]" of absence to match prior carrier provisions.

**Example:** Some Groups have specific language (a certain number of days) that an Insured has to have worked prior to the Layoff.

**Example:** Some Groups have specific language (a certain number of days) that an Insured has to have worked prior to the Labor Dispute.

#### **Certificate Endorsements**

The Amendatory Endorsement is part of the Certificate and any changes applicable to an Endorsement will be used with this Endorsement. A few options used are to match a prior carrier's benefits in anticipation of having to do so, but they are benefit specific and do not incorporate other benefits that arise and need to be match.

## MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Home Office: 1241 John Q. Hammons Drive, Madison, WI 53717 • 1-800-356-9601

## **AUTHORIZATION LETTER**

Madison National Life Insurance Company Inc. NAIC No. 65781 FEIN No. 39-0990296

Please accept this letter as authorization for McHugh Consulting Resources, Inc. to act as our agent for submission of policy forms and rate information, and to perform each and every act necessary in connection with such submission.

Authorized by:

Larry R. Graber

President

January 2, 2020

## SUMMARY OF GENERAL PURPOSES COVERAGE LIMITATIONS AND CONSUMER PROTECTION

#### General Purposes

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

#### Coverage

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

#### **Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or

With respect to any one life, regardless of the number of policies, contracts, or certificates:

- \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
- ▶ \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
- > \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
- > \$300,000 for long-term care insurance benefits;
- > \$300,000 for disability insurance benefits;
- > \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
- ▶ \$ 100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long-term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

#### **Exclusions Examples**

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

#### The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk:
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contacts.

#### **Consumer Protection**

To learn more about the above referenced protections, please visit the Guaranty Association's website at <a href="https://www.dclifega.org">www.dclifega.org</a>. Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document. Policy or contract holders with additional questions may contact either:

District of Columbia	District of Columbia
Department of Insurance, Securities and Banking	Life and Health Guaranty Association
1050 First St. N.E., Suite 801	1200 G Street, N.W.
Washington, DC 20002	Washington, DC 20005
(202) 727-8000	(202) 434-8771

Pursuant to the Act (D.C. Official Code 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on the insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.